United States Court of Appeals for the Second Circuit



APPENDIX

75-7425

In The

United States Court of Appeals

For The Second Circuit

LOMBINO & SONS, INC., ANTHONY COMO and ORAZIO COMO, d/b/a COMO BROS., and THOMOS DEMARCO,

Plaintiffs-Appellants,

VS.

STANDARD FRUIT & STEAMSHIP CO.,

Defendant-Appellee.

Appeal from the United States District Court for the Southern District of New York

APPENDIX

Volume II, pp. 301a - End

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Russo-cross

In cash?

Sure.

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were you present when he tendered that cash?

Yes, I told you I was.

How much cash did he tender?

Like I told you, depending on how many favors he got. If it was a big favor it was a big amount. If it was a small favor, a small amount.

How do you know that that cash was for favors?

You know how many boxes you bought that week. If you bought a thousand, it's one amount, if you bought 3,000, is another amount.

How do you know that?

How do I know that?

Yes.

Very simple: I am the one that is taking the bananas out of there every day along with him. I consume each and every room with him. As soon as he finishes one room, he goes into the next.

Can you tell us as a matter of fact that those payments that your brother made were not payments for obligations due to Standard Fruit?

will you repeat that, sir?

Can you tell us of your own knowledge that the

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Russo-cross these payments are for grease?

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A When they are personal, yes. When the bill is being paid, it's being paid in an envelope by a check and mailed out to the company.

That is the way you did it, and you are assuming your brother did business the same way?

Like I says, I gave him the pattern.

You are assuming that he fo'lowed it; you don't know that that is the way he did his business, do you?

I am in there like four times a week, five times a week, so I should know.

I know you should, but do you know or are you assuming?

Of course I know. Anything that Standard Fruit got paid for was by check.

How do you know? Q

I know. I open up the checkbook and take a look.

Can you tell us that you don't know that they got paid for a plain, old company obligation in cash?

That they got paid in cash? A

Yes, from time to time.

No. I tell you this: There were certified checks made out. If you call that cash, you could misrepresent me.

Let me ask you this about these quality claims

Russo-cross

that you were talking about, that is what they are called, aren't they, quality claims?

A Yes.

Somebody gets a bad box of bananas and they complain to the company about it. Isn't there a procedure that is followed to get that claim in writing, exactly the details of it, and then that letter or form is sent into the company? All companies have that kind of procedure, don't they?

A Yes.

Q And sometimes an inspector comes to take a look at the fruit to verify the claim?

A Yes.

Q Was this procedure followed when these quality claims were submitted that you are talking about?

A Yes.

Q Did an inspector come?

A Yes.

Q Were some claims disallowed?

A No, most every claim was honored.

Q In full amount, or was there some bargaining about it? Maybe you claim 50 boxes, maybe it's 25, we'll give you 30?

A In any case it has to show reality, sure. Sure.

1	elhlo Russo-cross
2	Otherwise it doesn't look realistic.
3	Q So Frank Russo didn't submit a claim and it got
4	paid willy nilly, without the normal procedure being followed?
5	A I don't understand that.
6	Q This normal procedure was followed?
7	A Yes.
8	Q With respect to Frank Russo's claims, was it not?
9	A Pardon me?
10	Q The normal procedure was followed
11	A Yes.
12	Q when Mr. Frank Russo made claims?
13	A Yes.
14	Your Honor, this is aterrible business, That's
15	why I got out of it. I stood by the side line. I hate it.
16	Q How many bananas are you buying now per week from
17	Frank Russo?
18	A Four, five hundred, a thousand.
19	Q How do you sell those? Do you sell to the housewife
20	or to other jobbers?
21	A No, we sell to jobbers.
22	Q Do you get bananas only from Frank Russo?
23	A No, we get from other people.
24	Q Who?
25	A We buy banamas from D. Loi. When the situation

Yes, there was times that that has happened.

1 elh12 Russo-cross redirect 2 Has it ever happened to Frank Russo, that you know of, in '68 to '72? 3 There may have been a couple of times it happened. 5 What would he do then, Frank Russo? Would he 6 just not have bananas that week? 7 No, you have the minimum amount. You just bought 8 a thousand, you're stuck with a thousand. Meanwhile, you 9 try to buy on the open market from other companies. 10 MR. BROOKS: I have no further questions, your Honor. 11 THE COURT: Any redirect? 12 MR. SGARLATO: Yes, your Honor. 13 REDIRECT EXAMINATION 14 BY MR. SGARLATO: 15 Mr. Russo, throughout the period 1968 to 1972 16 while you were purchasing bananas from your brother were 17 you aware of the market at which bananas were being sold 18 during the weeks you purchased bananas from your brother? 19 Yes. 20 Did you ever purchase bananas from your brother 21 during that period and resell those bananas to jobbers? 22 Yes. 23 Were there times when you were able to sell 24 Standard Fruit bananas to jobbers for less than Standard 25 Fruit & Steamship Company was selling those bananas?

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Russo-redirect

A That's true.

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MR. BROOKS: I object, your Honor. There is no foundation for Mr. Russo knowing what Standard Fruit was selling its bananas for. This witness didn't deal with them.

MR. SGARLATO: Your Honor, he said he was aware

e market conditions and what Standard Fruit was selling
the bananas for during those weeks.

MR. BROOKS: That is a conclusion.

THE COURT: It seems to me there is an inadequate foundation. He hasn't give us any specific information about any particular point in time he is talking about.

Q Mr. Russo, let's take the period 1968 and more specifically let's take the second half of the year 1968. During that time did you ever purchase bananas from your brother Frank?

A Yes, I did.

Q And during that time did your brother Frank sell you the bananas at his cost?

. A Yes. Or he would put maybe his ten cents expense charge on it, you know, for handling charges.

Q During that period, the latter part of '68 were you then able to resell those bananas to jobbers?

A Yes:

Q Wholesal, distributors?

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Russo-redirect.

recross

Q And during that period, the second part of 1968 were you constantly aware of the price which Standard Fruit was obtaining for its bananas?

Yes, because they also have bought bananas directly from Standard Fruit, and by buying bananas from us, myself, they would get a better price.

MR. SGARLATO: Thank you. No further questions, your Honor.

THE COURT: Anything further?

RECROSS EXAMINATION

BY MR. BROOKS:

How did you know the price that Standard was charging in the second half of '68?

Very simple. I sold the customer, Adolph Curatola, still in the business today, buys bananas, I forget where it was in '68, and paid dollars X amount of amount; he comes over to me, he was short. He says, I need 50 more boxes. So I gave him 50 more boxes and when I charged him my price, he says, gee whiz, I paid 20 cents more than this to Standard.

Do you know when these bananas that he was selling which he paid 20 cents more --

Yes, because --A

Wait a minute. I'm not done. Do you know when the

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1 elh15 Lue Jo-recross order was placed for his bananas which he told you he paid 2 3 20 cents more for?

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A Yes. We are speaking about the same bananas. Because when we both get bananas on Monday, they are both green. They are green for you, they are green for me. When hey ripen up four days later, five days later, we are Lalking about the same bananas, because bananas just don't pop up overnight. So we are talking about the Doles, we are talking about the Blues. So we are talking about the same cargo.

- Did he tell you when he placed his order for the bananas that he told you were 20 cents more?
 - Pardon ne? A
- Did he tell you when he placed the order for those Q bananas?
 - No, he told me after . charged.
- You could place an order two weeks in advance in Q this period, couldn't you?
 - Pardon me?
- You could place an order with Standard Fruit two weeks or sometimes three weeks before the vessel arrived; is that right?

SOUTHERN DISTRICT COURT REPORTERS HIS COURTHOUSE

- If you wished, sure.
- Did Mr. Curatola tell you when he had placed the order

311a 282 1 e1h16 Russo-recross 2 for the bananas that he was saying cost him 20 cents more? 3 Did he say, "Look, I put this order in a week ago," or "I put it in on Thursday"? Did he tell you that? 5 A No. All he said was, the same bananas you charged 6 me -- I will use a figure, I forget the amount now -- the 7 ones that you charged me \$3, I paid \$3.20 to Standard. He didn't tell you when he put his order in, did he? 9 No. 10 Did you know when your brother Frank put his order Q 11 in? 12 No, approximately at this time I don't. 13 Frank didn't put his order in very far in advance, Q 14 did he? That was not his practice, was it? 15 No. His practice was to give--A 16 Last minute? 17 Last minute, yes. 18 MR. BROOKS: Best price. No further questions. 19 MR. SGARLATO: No further questions. 20 THE COURT: Thank you, you may come down. (Witness excused) 22 THE COURT: At this time we will take a ten-minute 23

(Recess)

24

of bananas you purchased from that company per week?

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1	ps2	Como-direct	284
2	A	275, three, three and a quarter, three and	l a
3	half, four a	nd a quarter.	
4	Q	From 275 to 350 boxes per week?	
5	A	Right.	
6	Q	During that tome did you purchase bananas	from
7	any other co	ompany?	
8	A.	From United.	
9	Q	And how much of your bananas would you say	y you
10	purchased fr	com Standard Fruit and what percentage would	lđ you
11	say you purc	chased from United during that time?	
12	A	About 60, 65 from Standard, 30, 35 from U	nitca
13	Q	Mr. Como, you served in the Military Serv	ice?
14	A	Yes, I did.	
15	Q	You served during World War II?	
16	A	Yes, I did.	
17	Q	During the time 1968 through 1970, can yo	u tell
18	me where Cor	no Bros. Wholesale Bar nas was located?	
19	A	80 Union Street.	
20	Q	What borough was that?	
21	A	Brooklyn.	
22	Q	Can you tell me whether or not you had	
3	refrigerate	d rooms at that location?	
4	A	We had three refrigerated rooms which we	
5	haven't got	today.	

1	ps3	Como-direct 285
2	Q	Did there come a time when you dissolved that
3	business?	
4	A	I think it was 1970.
5	Q	Did you go into another type of business after
6	1970?	
7	A	I went in the fruit and vegetable busingss.
8	Q	When you purchased bananas from Standard
9	Fruit & Ste	eamship, from '68 through '70, did you deal with
10	any represe	entatives from Standard Fruit?
11	A	Over the phone.
12	Q	Who did you deal with?
13	Λ	With Sbrocco, Roger Sbrocco.
14	Ď	During the course of your dealings with Mr.
15	Sbrocco, di	d you ever make any complaints to him with
16	regard to t	the price of bananas?
17	A	Yes, I did.
18	Q	Will you tell us what these complains were?
19	A	The other banana men were getting bananas
20	cheaper tha	n I was and he told me it was impossible.
21	Q	Were you referring to your competitors when you
22	say other b	anana men?
23	A	That's right.
24	Q	Will you tell me more specifically which of your
25	competitors	?

1	ps4	Como-direct 286
2	A	Well, in my route I had Paduno, Russo, Esposito
3	Krauss.	I had a few more. I can't recall their names.
4	Q	Did you have any customers that at one time
5	or another	during the period 1968 through '70, went to
6	pick up the	ir own bananas at the Hunts Point Market?
7	A	Repeat that.
8	Q	Did you have any customers that went to the
9	market to p	ick up their own bananas?
10	A	Yes, they did, because I was too high with the
11	price.	
12	Q	Are you familiar with a distributor named
13	D. Loi?	
14	A	Yes.
15	Q	Do you know where he was located during '68
16	through '70	?
17	A	I think they were in Bronx Terminal Market.
18	Q	That's the Hunts Point Market?
19	A	No, not Hunts Point. That's the Bronx.
20	Q	Did any of your customers ever purchase
21	bananas fro	m D. Loi, to your knowledge?
22	A	I really don't know.
23	Q	To your knowledge, did any of your customers
24	purchase ba	nanas from Frank Russo?
25	A	Yes, they did.

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How do you know that?

Because I seen them in my stores and sometimes they told me and sometimes they didn't. They used to tell me they got them a dollar, a dollar and a half cheaper than what I sell them.

- This was the period throughout 1968 through '70?
- Right.
 - Did you look at the bananas? Q
- Same bananas. A
 - Same grade and quality?
 - Everything. Same boxes, same name on the A boxes and all.
 - Were they from Standard Fruit?
- That's right.
 - Mr. Como, how much of a markup did you make on your bananas when you resold them to your retail customers?
 - 75, a dollar, a dollar and a quarter. A
 - What would that depend on? Q
 - What do you mean? A
 - How would you determine --0
- The average? A
 - Q Yes.
 - About 40, 50 cents a box.
 - What is that, profit? 0

1	ps6	Como-direct	288
2	A	Right.	
3	Q	And you stated that during this period some	of
4	your custom	ers told you they were purchasing bananas fr	om
5	Frank Russo	for a dollar a box less?	
6	A	And a dollar and a half too. I told them	it
7	was impossi	ble, we all pay one price.	
8	Q	Were you able to sell bananas for the amoun	t of
9	money that	your customers were purchasing them for?	
10	A	No, I couldn't.	
11	Q	Would that be below yo'r cost?	
12	A	Yes, it would.	
13	Q	When you were in the banana business, how m	many
14	days a week	did you work?	
15	A	Sometimes six, sometimes five. Five or	six.
16	Q	How many hours a day? What would your no	ormal
17	work day co	onsist of?	
18	A	I used to get up at 6.30, 7 o'clock, and us	sed
19	to finish	about 4, 4.30 in the afternoon.	
20	Q	And at the time in 1970, in June 1970, when	n

when you changed businesses and went into the fruit and vegetable business, were you able to compete with Frank Russo at that time?

For bananas?

Yes.

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1	ps7 Como-direct 289
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3	Q And were you losing customers?
4	A I lost them all.
5	MR. SGARLATO: May I have this marked as
6	Plaintiffs' Exhibit for identification.
7	(Plaintiffs' Exhibit 11 was marked for
8	identification.)
9	Q Mr. Como, I am going to show you this letter
10	and I want you to look at the list of customers on this
11	letter. That is continued on the second page.
12	A I had all these customers.
13	Q Is that a list of some of the customers you lost
14	during the period '68 up until the time you had to go out
15	of the banana business?
16	A That's right.
17	Q Were there other customers that you also lost?
18	A Yes, I did.
19	Q Can you recall those other customers?
20	A There was one on Avenue X, a Key Food Store,
21	and I lost him. That was a supermarket. And there
22	was a few others but I don't remember.
23	MR. SGARLATO: Your Honor I offer this letter

into evidence. A copy of this letter was served on the

defendant.

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1	ps8 Como-direct 290
2	MR. BROOKS: I think it might be helpful for
3	the Court to know the one that was sent to us is signed
4	by Mr. Sgarlato and Mr. Como. The one counsel is
5	offering is a blank.
6	THE COURT: A copy of the letter sent to the
7	defendant by this witness?
8	MR. SGARLATO: By myself, your Honor, and it
9	was sworn to by the plaintiff, Mr. Como.
10	MR. BROOKS: It was sent to counsel, your Honor,
11	Milbank, Tweed, Hadley & McCloy, as the attorneys for
12	Standard Fruit in this lawsuit.
13	THE COURT: Is there any objection to this?
14	MR. BROOKS: No, there is no objection.
15	(Plaintiffs' Exhibit 11 was received in
16	evidence.)
17	Q Mr. Como, the place where you and your brother
18	had the banana business on Union Street, did you own that
19	building?
20	A We did own it. We got rid of it.
21	Q Can you tell me when you purchased that building
22	A About seven years ago, eight years ago. No,
23	wait a minute, my mistake. About 13 years ago.
24	Q How much did you pay for the building at that
25	time?

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1	ps9	Como-direct 29	1
2	A	\$3500.	
3	Q	Did you make any improvements to that building	gi
4	A	Yes, we spent a lot of money fixing it up,	
5	putting r	efrigerated boxes, motors, reinforcements.	
6	We remode	led the whole house.	
7	Ω	Can you tell me approximately how much the co	st
8	hose	repairs were?	
9	A	About \$12,000, \$15,000.	
0	Q	That is in addition to the amount of money yo	u
1	paid?		
2	A	Right.	
3	Q	Did you have any use for that building after	
4	you went	out of the banana business?	
5	A	No, we didn't.	
6	Q	Did you sell the building?	
7	A	Yes, we did.	
8	Q	When did you sell it?	
9	A	Last year, June the 5th.	
0	Q	Can you tell me the price you received?	
1	A	\$11,000. I lost the refrigerators, every-	
2	thing.		
3	Q	The work that was done in the building, who	
4	did that	work?	
5	А	We did, my brother and I.	

1	hps	Como-direct 292
2	Q	This was the cost to you, is that correct?
3	A	Yes, that's right.
4	Q	And you are not including any cost for labor?
5	A	No, no labor.
6	Q	Then your present fruit and vegetable
7	business,	can you tell me do you work a full week in that
8	business?	
9	A	Sometimes six days a week. Mostly five now.
10	Q	Can you tell me what a normal work day would
11	consist of	in the fruit and vegetable business?
12	A	I get up at 2.30 in the morning.
13	Q	2.30 in the morning?
14	A	That's right.
15	Q	Where do you go at 2.30 in the morning?
16	A	We go to Hunts Point Market in the Bronx.
17	Q	Where do you live? .
18	A	I live in Staten Island.
19	Q	What do you do when you get to the Hunts Point
20	Market in	the Bronx?
21	A	We start walking around, buy the stuff and by
22	the time w	e get out, it would be about 10 o'clock in the
23	morning an	d we finish 4.30, 5 o'clock in the afternoon.
24	Q	This is after you deliver the vegetables?
25	. A	After we deliver all the stuff, right. It's

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1	hps Como-direct 293	
2	a back-breaking business, but we got to do it.	
3	MR. SGARLATO: No further questions.	
4	CROSS EXAMINATION	
5	BY MR. BROOKS:	
6	Q Mr. Como, how much was your markup? By that	
7	I mean, the price you added when you sold the bananas to	
8	your customers.	
9	A About a dollar and a quarter, sometimes like	
10	that, and sometimes less too. You find lousy boxes, you	
11	sell them for number 2's. You don't find them all	
12	perfect.	
13	Q When Mr. Sgarlato asked you	
14	A It just came to me. I forgot about the lousy	
15	boxes.	
16	Q What happened then?	
17	A I used to undersell them, less.	
18	Q When Mr. Sgarlato asked this question on your	
19	deposition, you gave a different answer.	
20	A It came back to me after I was thinking it	
. 21	over.	
. 22	Q Let me read the answer you gave then, page 83	
23	of your deposition. Mr. Sgarlato asked how much a profit	
24	you made on a box, and you answered:	
25	"The profit was the average of a half dollar	

and you take off a nickel for the expenses. If we find rotten hands of bananas in the load of bananas, we get 60 cents. If the bananas was \$4, we would charge \$4.60 to make up for the rotten ones.

"Q If you got a good load, you would charge

Yes. I couldn't get more. Other people were underselling me. When I was charging \$4.50 they were charging \$4 or \$4.10.

"Q If you had to jack it up a little to make up for the rotten ones, did you get the 60 cents?

"A I would get the 60 cents to make up for the difference. Don't think they don't know about I told them I had a little waste. They liked me so they gave it to me."

- I was thinking it over. It's five years.
- Your recollection is better now than in --
- Was. I was in the hospital last year.

MR. SGARLATO: Your Honor, I am going to object at this time. As Mr. Brooks knows very well, when Mr. Como executed the deposition, he made a change earlier in the deposition where he specified he was making approximately 50 cents to \$1 profit a box. Mr. Brooks knows that and evidently it wasn't carried through the whole

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deposition to make it consistent with that one change.

MR. BROOKS: There is no change on the page I read, your Honor, and this is the executed copy. I don't think there was any testimony about how much Mr. Como jacked up the price when he had rotten ones, anywhere in the deposition transcript.

MR. SGARLATO: I am positive there, your Honor, I just saw it.

THE COURT: Jacking up the price to make up the rotten ones?

THE WITNESS: They don't come all perfect, your Honor.

THE COURT: So you charge your customers more? THE WITNESS: You got to charge them more to make a li and, your Honor, otherwise you lose your shirt.

MR. BROOKS: Instead of having a bundred to sell, you sell 95 and to make the same amount of money, I understood the witness to say, you charge a little more for the 95.

THE COURT: I see.

MR. SGARLATO: On page 59 in the same deposition, Mr. Como changed an answer before he executed this document, and he stated that he was marking up one dollar to \$1.25 per box and he said, "Sometimes you find rotten

1	hps Como-direct 296
2	hands in there and you have to make up the difference."
3	MR. BROOKS: I was reading from page 83 to 84,
4	your Honor.
5	MR. SGARLATO: That's out of context.
6	MR. BROOKS: It's 30 pages away.
7	Q Mr. Como, in any event, what is your recollec-
8	tion today?
9	A You heard me. I said 75, a dollar, dollar
10	and a quarter and sometimes even less at a loss.
11	Q How about the rollen ones, would you jack it
12	up a little for the rotten ones?
13	A You got to, to make a living, which I didn't.
14	Q What caused you to make that change in the
15	deposition?
16	A Because I recalled everything. When I spoke
17	to you in Mr. Sgarlato's office, I didn't remember too
18	much. I was in the hospital with two busted ribs and I
19	had fluid out of my lungs four times
20	Q When were you in the hospital?
21	A Last year.
22	Q Did that being in the hospital cause you to
23	recollect better?
24	A Well, a little.
25	Q In Exhibit 11, Mr. Como, which is the letter

He told me it's impossible to make a living

with any banana company, especially Standard Fruit.

24

1	hps	Como-direct 299
2	Q	Who is your brother-in-law?
3	A	Santo Sgarlato.
4	Q	When did he tell you that?
5	A	Quite a few years ago.
6	Q	Did he tell you that while you were still deal-
7	ing with St	andard?
8	A	That's right.
9	Ω	You didn't know it before then?
10	A	No, I didn't. I was a jerk in plain English.
11	Ω	Did he tell you the reason why you lost these
12	customers w	as because of that?
13	A	Right.
14	Q	You didn't know
15	A	Standard Fruit was overcharging and I didn't
16	believe it.	
17	Ω	You didn't know of your own knowledge
18	Λ	The customers were telling me they were paning
19	a dollar, d	ollar and a half cheaper than I was selling
20	them, and I	didn't believe them.
21	Q	How long a period did you deal with Standard?
22	A	I beg your pardon?
23	Ω	For how long a period did you deal with Standard
24	Fruit?	About a year and a half?
25	A	No. More than that.

Q Do you know you lost them as a result of

1	hps Como-direct 300
2	Standard Fruit's prices?
3	A Yes.
4	Q How do you know that?
5	A That's all I was handling for a while.
6	Q How do you know that Bath Avenue didn't buy
7	from you for some other reason? Maybe they didn't 1 2
8	the way you walked into the shop. How do you know he
9	left you because of what Standard was charging you?
10	A He left on account of the prices.
11	Q How do you know that?
12	A They told me. They themselves told me.
13	Q Sal?
14	A That's right. He said they're too high.
15	Q Were United prices about the same as Standard's
16	prices?
17	A Almost.
18	Ω So they must have been dealing dirty with you
19	too?
20	A I lost them and that's it.
21	Q I mean United. If United prices were the same
22	as Standard's you must have been getting a dirty deal from
23	both companies, right?
24	A I don't know. I didn't check up on that.

THE COURT: Who over-did it?

THE WITNESS: Standard Fruit. They charged meway over the price. I'm the highest banana man that paid for bananas.

THE COURT: Let me hear the question, Mr. Reporter.

THE WITNESS: A little man like me they charge

me so much money for bananas they should be ashamed of

themself. I worked like a dog

(Question read)

Q Mr. Como, you have to answer the question that is put to you by Mr. Brooks. He is asking you whether your customers also refused to take United bananas because the price was too high. Do you understand the question?

THE WITNESS: They refused it too, yes, your Honor.

- Q Mr. Como, when did you think up this customer list?
- A When you asked me in Mr. Sgarlato's office. He told me, as many as I can recall.
- Q At the time I asked you about a customer list
 I asked you --

A Excuse me, let me finish. I didn't know their last names and I didn't know their numbers. I just know the streets.

Q I see. And at the time you said I don't have a

21 22

1	e1h3 Como-cross
2	customer list, didn't you?
3	A That's right. I didn't.
4	Q But since then you have managed to put this
5	one together?
6	A Right.
7	Q And did you do that with any assistance?
8	A No.
9	Q Did you have any records to help you recollect?
10	A No. I can tell you all they are.
11	Q Just did it out of your head?
12	A Right. Because I go there day in and day out.
13	Q Your business
14	A Fruit and vegetables.
15	Q Your business was at the time you are complaining
16	about, was strictly cash and carry, wasn't it?
17	A Right.
18	Q No business records?
19	A No.
20	Q You went in with a load of bananas and you went
21	out with the money?
22	A My brother had the books and estroyed them after
23	we finished. I threw everything out. I cleaned the warehouse
24	and threw everything out in the garbage.
25	Q Can you recall talking with each of these

b2

	333a
1	elh4 Como-cross 304
2	customers and beind told that the reason why they didn't
3	want to deal with you was because your prices were to
4	high?
5	A That's correct.
6	Q Each of the 26 here you can recall having that
7	kind of a conversation in substance?
8	A Yes.
9	Q Did you ever complain to United Banana Company,
10	United Fruit Company about
11	A Yes, I did.
12	Q The high prices?
13	A I did.
14	Q What did they tell you?
15	A Nothing. That is the price for all.
16	Q You have said that Mr. Russo was one of your
17	competitors; is that right?
18	A Right.
19	Q I take it you delivered all your bananas to your
20	customers, right?
21	A Right.
22	
23	and the state of t
24	
25	Q No, to any customer that Mr. Russo serviced, did he deliver bananas?
	and and a partiality.

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Q What it costs to deliver. If a man who was in the banana business didn't deliver but had customers come to him do you think he would have an advantage over people who did deliver as part of their service?

MR. SGARLATO: Objection, your Honor. The question does not give enough information. We have to know what type of overhead the other distributor had, what type of business he had, how many people he had working for him, and so forth. There is a big cost factor involved and he hasn't given us-the question is too vague.

THE COURT: Read the question, Mr. Reporter. I don't think it is.

(Question read.)

- Q By that I mean a price advantage, would be able to sell at a lower price.
 - A He couldn't sell at a lower price.

MR. SGARLATO: May I get a ruling on my objection?

THE COURT: Yes. Overruled.

MR. SGARLATO: Thank you, your Honor. I respectfully take exception.

- Q Can you answer the question, Mr. Como?
- A What was that again?
- Q Would the man that didn't deliver but had the customers come to his place of business to pick up their

SOUTHERN DISTRICT COURT STORE

customers?

elh8

in.

Como-cross

A Naturally.

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2

Q When did you place your order for bananas at Standard when you were dealing with them?

5

A What do you mean, pre-order?

6

Q Yes.

7

A Like two, maybe three weeks before the ship comes

9

Q What was the latest that you ever placed an order with Standard?

10

A Always two to three weeks.

11

Q Did you understand that when you placed that order you were placing it at the seaboard price?

14

13

A Right.

15

Q Did you ever ask Standard to sell you rollers?

16

A We asked them plenty of time, we never got them.

17

They had steady customers for them.

18

Q How were rollers sold, Mr. Como?

19

A Howwere they sold?

20

Q Yes.

21 22

A You will have to ask the people that bought them.

I don't know.

23

Q You mean you are not aware that they were sold by the trailer lot?

24

A I don't know. All I know is that there were rollers

25

Como-cross

and they were cheaper bananas.

elh9

Q Didn't you tell me at your deposition that you were aware that they were sold by the trailer lot and--

A I didn't tell you nothing. I didn't tell you about trailer. By freight cars.

Q Didn't you tell me that for you to be able to take rollers you'd have to be able to share a truckload with somebody alse and you thought you could have gotten Frank Russo to share a--

A Right, and I could have taken them too, the whole load.

Q So they were sold by the truckload?

A They were sold by the freight car, as far as I know, not truckload. As far as I know. They called them rollers then.

- Q How about 1969 and '70 in New York --
- A Maybe they were sold by trailers, I don't know.
- Q Truck. And you recall telling me you would have been able to get somebody to go in partners with you?

A Yes. If they didn't want it I could have sold the whole load too, if they didn't want it.

- Q How many were on these?
- A Boxes, about 6, maybe 650, I don't know.
- Q That was about a week's supply to you, totaling

	339a
1	e1h10 Como-cross
2	up the bananas you got from United, wasn't it?
3	A Right.
4	Q Who did you ask to sell you rollers, what person?
5	A I don't remember, but whoever I talked to, Bill
6	Sbrocco, Tony Congusto, Roger.
7	Q Did you ask anybody at United to sell you rollers?
8	A No.
9	Q Why not?
10	A Because Standard Fruit was holding up bananas
11	was 11ding up better.
12	Q Standard's bananas were holding up better?
13	A Right.
14	Q When you asked or put an order in for bananas
15	with Standard Fruit did you tell them anything about
16	the kind of bananas you wanted?
17	A No. Just when the ship is coming in, put me down
18	for 3, 350.
19	Q Did you tell them that you wanted the top grade
20	banana? .
21	A Top grade?
22	Q Yes.
23	A It's all one kind as far as I know I never got
24	number 2. It's all number 1's.
25	Q Are you aware of the Bolivar Ecuador banana?

		340a	311
1	elh11	Como-cross	
2	A	Bolivar, it's an Ecuador. They are all	
3	Ecuadors		
4	Q	You heave heard it, right?	
5	A	I have heard it.	
6	Q	Have you ever heard of the Guayquil Ecuador	
7	banana?	The Principle of the Pr	
8	A	Right.	
9	Q	Have you heard of the Imperial?	
10	A	Right. I got them all.	
11	Q	Do you think they are all the same?	1
12	A	To me, no.	
13	Q	They are not the same?	
14	A	They are Ecuadors, that is the what do you	1
15	Q	That's all you know about it?	call i
16	A	That's right.	1
17	Q	Why do you think they had different names?	1
18	A	Because they come from different places.	
19	Q	And that's the difference?	
20	A	Right.	1
21	Q		
22	the banana	Did the place of origin affect the quality of	
23	A		
	^	It could.	

b3

O Do you know whether it did?

25

A I don't know.

1	elh12	Como-cross
2	Q	Did you ever ask Mr. Sbrocco for a better price?
3	А	Yes, I did.
4	Q	And what was the response?
5	A	He said that is the price for all.
6	Q	Did you ever ask the fellow you dealt with at
7	United fo	r a better price?
8	A	Yes, I did. He said the same thing.
9	Q	Did yor ever try any other source of supply like
10	West Indi	es?
11	A	No.
12	Q	Or Pan American. You were aware of these companies.
13	were you	not?
14	A	Yes, I was.
15	Q	Why didn't you give them a try?
16 17	A	Because I didn't like to deal with them. I have
18	been deal	ing with them for years and that's it.
19	Q	Was that the case despite what your hother-in-
20		Sgarlato, had told you about Standard taking
21	advantage	of you?
22	A	Right.
23	Q	Do you think Standard's fruit was better than these
24	other con	
	A	No.

That made you stick with them?

1	e1h13 Como-cross
2	A No. I just stuck with them, that's all, to make
3	sure I get some fruit.
4	Q You had a dependable source of supply?
5	A Right.
6	Q Wouldn't that have been the case with any of
7	these other companies?
8	A No.
9	Q When you placed your order with Mr. Sbrocco
10	would you simply tell him the quantity that you wanted and
11	not discuss price or quality?
12	A I just give him the pre-order, that's all.
13	Q You mean, give me 350 this week?
14	A That's right. How many boxes I need and I asked
15	him when is it coming in, on a Thursday or on a Friday,
16	such a date.
17	Q You didn't ask him what the price was?
18	A No. I don't think so. It could be two, three weeks
19	who the hell knows.
20	Q When you came across those instances that com-
21 22	petitors were able to sell to one of your customers at
23	a lower price than you could sell, did you ever find out
24	when your competitors had ordered their produce, their
05	bananas?

1	elh14	Como-cross	314
2	Q 1	Do you know what averaging down means, A	dr. Como?
3		Yes, I do.	
4	Q 1	oid you ever find out whether your compe	titora
5		to give that advantageous price as a res	
6	averaging (down?	
7	A 1	No.	
8	Q I	oid you deliver bananas yourself during	this
9	period that	you were dealing with Standard?	
10	A A	Always.	
11	Q Y	ou were up on the truck yourself?	
12	A F	tight.	
13	Q	that were the normal hours that you'd be	out
14	on the road	with the truck?	
15	A T	hat question was asked. About 6:30, 7 o	'clock
16	to about 4,	4:30.	
17	Q A	fter 4:30 would you go directly to your	home?
18	A T	hat's right.	
19	Q W	ho was in your room or office at the time	ne you
21	were out on	the truck?	
22	A N	o one.	
23	1	uppose the phone rang when you were out	on
24	the road?		
25	A I	had extension.	

Excuse me?

	344a 315
1	e1h15 Como-cross
2	A I had an extension.
3	Q Where was the extension?
4	A Upstairs.
5	Q What was upstairs?
6	A My wife.
7	Q Did you and your brother Orazio conduct your
8	business as a single entity, as a partnership, or did you
9	keep your own separate accounts?
10	A No, we used to keep them together.
11	Q Just one business?
12	A Right.
13	Q Did one of you buy from United more than the
14	other, or was the percentages that you gave us the percentages
15	for both?
16	A That was all.
17	Q As one business?
18	A Right.
19	Q Did you divide up the
20	A Even.
21	
22	Q How about the customers? Did one brother take up one group of customers and
23	up one group of customers and one the other group, or did you-
24	but ble had his own route.
25	Q So you had your group of customers and your brother had the others?
	one official

1 elh16 Como-cross 2 Right. 3 Customers on this list --That is not including his. You asked me for my 4 customers. You didn't ask me for my brother. I don't know 5 6 my brother's. 7 These aren't Orazio's customers? 8 No. My brother is out. 9 Did he continue in the banana business? 10 A No. 11 How about these customers on this list, are 12 they still in the banana business today, or in business? 13 Most of them? 14 Q Yes. 15 I really don't know. A 16 Do you think the reason --17 Call out the names and I will tell you. 18 Did any of these customers stop dealing with you 19 because they went out of business themselves? 20 A No. 21 What was the total capacity of your place of 22 business in terms of the banana boxes during the period you 23 were dealing with Standard? 24 How many boxes it holds? 25

Yes.

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Como-cross

A It holds about a thousand in the boxes alone.

You could put them outside too.

Q I thought you told me during your deposition that the capacity was 500?

A 500?

elh17

Q Yes.

A No, you're mistaken.

Q Page 44 of your deposition I asked the question,
"Tell me what your total capacity was during this year
and three-quarters of bananas purchased anywhere?

"A About 500 boxes. We bought from Standard and from anybody else.

That is what we bought. But you didn't tell me what do you call it, that is what we bought. You didn't tell me how much it holds, how many boxes it holds, the whole three rooms.

"Q So while you bought 500 a week you could put in your place of business a thousand?

"A Around that.

"Q Did the pattern of business that you are complaining about received from Standard Fruit begin in 1968 or had it been going on for a long time before that?

"A It had been going on before that.

"Q Had you been losing customers before that?

25

23

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1 elh18 Como-cross 2 No, I didn't -- yes, I did. I lost some of them. "A 3 "Q That was a continuing problem? Right. I kept losing them as years go by. "A 5 But these customers were lost through the year "Q 6 and three-quarters that you are complaining about, right? Right. And then I closed the business up, right. 8 "Q Mr. Como, didn't you learn from Mr. Sgarlato 9 that Standard was over-charging you at least as he claimed, 10 in the year 1968? Didn't he tell you that in 1968? 11 "A He told me that before. 12 "Q Before 1968? 13 "A That's right. I didn't think they did it. 14 And yet you kept right on dealing with them? "0 15 Right. We always kept talking about business. "A 16 I am puzzled why you kept dealing with Standard 17 despite the advice of your brother-in-law. 18 "A It was hard to believe. 19 You didn't believe it? "Q 20 "A No, I didn't. 21 "Q Mr. Como, did you ever make quality claims to 22 Standard? 23 "A Claims? 24 "Q Yes. 25 Yes, I made claims. I made plenty of claims that "A

	346a 319
1	elh19 Como-cross
2	were declined.
3	"Q And plenty that were honored; is that correct?
4	"A Plenty?
5	"Q Yes.
6	"A No, not too many.
7	"Q Didn't you feel that you were fairly treated by
8	Standard?
9	"A No, I wasn't, because I recall one time that Bill
10	Sbrocco came down, and he said don't worry about it, I
11	will take care of it, which they never did.
12	"Q Didn't you tell me at your deposition you felt
13	you were fairly treated?
14	"A Sometimes I would recall it, because one load of
15	bananas I was supposed to get a claim on it which I threw
16	out in the garbage can and I never got a dime for it.
17	"Q But you did say you were fairly treated, didn't you
18	"A With the claims, yes, because with the prices
19	they were charging me, a dollar and a half more on a box.
20	Why wouldn't they give me the claims? They had a good fish."
21	MR. BROOKS: I have no further questions.
22	MR. SGARLATO: No questions, your Honor.
23	THE COURT: Thank you. You may come down. We will
24	take a brief recess in this case.

(Recess)

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plaintiffs.

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THE COURT: Mr. Sgarlato, do you have any other witnesses?

MR. SGARLATO: No, your Honor. At this time the plaintiffs rest.

MR. SGARLATO: Yes, your Honor, I do have one motion. Your Honor, at this time the plaintiffs would move for judgment on the ground that as a matter of law the plaintiffs have made out a prima facie case to which the defendant is precluded from raising any valid defense as per the answers to interrogatories that were served on the

THE COURT: Are there any motions at this time?

THE COURT: Served on plaintiffs?

MR.SGARLATO: Yes, your Honor. Answers to interrogatories that were served on plaintiffs by the defendant in this action.

Your Honor, taking Plaintiff's Exhibit 2, which is the list of transactions which the plaintiffs claim are discriminatory, plaintiff did serve an interrogatory on the defendant requesting for each instance in Plaintiffs' Exhibit 2 the reason why there is a difference in price between the plaintiffs and other wholesalers that were purchasing bananas from the defendant. And as your Honor knows by now, this table has only compared bananas in the same categories as per the categorization by the defendant.

 Now, the defendant answers these interrogatories by stating that for certain of the sales they did give specific reasons why they said there were differences which they must prove. However, your Honor, they should be proved for all of the other transactions because for all the other transactions they gave four or five reasons. But, they said, when they gave the four or five reasons for the differences in prices, they said we don't know which reason applied to which transaction. Therefore, your Honor, how can they tell whether any reason applies to any transaction? I don't know if your Honor follows me.

I gave them a list of transactions, your Honor.

THE COURT: Those that you had put in Exhibit 2.

MR. SGARLATO: In Exhibit 2, yes. Those

lists without doubt show a difference in price charged from the same ship, same date, for the same types of bananas.

Now, I specifically requested in my interrogatories:

State the reason why these differences of prices appear.

THE COURT: And they gave you four or five reasons.

| "

MR. SGARLATO: For certain of the transactions, a minority they did give a specific reason for a specific transaction. But, for more than the majority of those transactions, they said there are four or five reasons why it could be, but we don't know which reason applies to each transaction.

THE COURT: I understand that. What is your motion?

MR. SGARLATO: My motion, as to those transactions where they have given the answer in the interrogatory that they don't know which eason applies to which
transaction, I move for summary judgment on those transactions. It's a partial motion for summary judgment,
your Honor, because they would be precluded at this time
from raising any defense.

THE COURT: Do you want to reply to that motion.
Mr. Brooks.

MR. BROOKS: Yes, your Honor.

I find it a little surprising. I don't see
why we're not permitted to give any of the five reasons
that we specified as an explanation of why there would be
price differences. One of the reasons specified was
that the orders were placed at varying times for distressed
fruit and, as I think even the plaintiff's testimony shows.

3 4.

the Seaboard price would continually be lowered when there was a danger of ending up with excess fruit. That was one of the reasons which we gave. We did say we couldn't attach that to any particular transaction because none of our records, memorialized the exact time in which an order was placed.

All of the records simply show that a certain price was obtained for certain fruit sold from the vessel and the only date given is the date of discharge.

I think the evidence is clear that orders are taken and price determined for the transaction considerably in advance up to three weeks.

We also said that there were different bananas that were under the subcategories that did appear on our records.

has been relying on describe Ecuador boxes as the place of origin of bananas. One of the reasons that we gave for variances in price was that within those Ecuador boxes there were at least two, and sometimes more varieties that commanded a different price, but that those varieties were not reflected on our reccords and were we to need to go ahead, we would offer proof to show what those varieties were and to show that we asked different prices for each

of those varieties.

Po

But, I think we're putting the cart before
the horse because before plaintiff can even make this
motion, I think he has to prove a prima facie case and I
don't think he has, and I am prepared to make a motion of
my own --

made was a motion for a directed verdict, but you have changed it to a motion for partial summary judgment.

MR. SGARLATO: That's correct, your Honor.

May I be heard further?

THE COURT: Yes.

MR. SGARLATO: Mr. Brooks' statement he is taken by surprise takes me by surprise because I would like to give your Honor a little background of these interrogatories.

A question was asked:

"State the reason for the differences in prices.*

can prove that there is a valid reason and explain it as per the laws and rules surrounding the Robinson-Patman Act, then they should succeed in their effort to win this case.

But when I asked the question what is the reason

they hemmed and hawed and said there are four or five reasons and I objected to their interrogatory before Magistrate Schreiber, and by the time we finally got an answer, your Honor, they had served three or four different answers to that question and finally we got it down to a point where they said well, that's one of five reasons, but we don't know which reason applies to which transaction. And, Magistrate Schreiber told Mr. Brooks' associate that he doesn't understand how he could proceed to trial with that answer to that interrogatory and that was said in my presence.

I simply say that if you say it's one of five reasons, but I don't know which of the five reasons it is, how do you know it's any of the five reasons.

Does your Honor follow my point? If he doesn't know which one it is, how does he know it's any; how does he know it's two of them or which one applies to which transaction.

He doesn't know that. He states that after various conferences with the Magistrate and he has failed to come up with valid reasons or he has failed to set forth reasons. He has just given a conglomeration of reasons and in so doing, he hasn't answered my interrogatory which said place a reason to a transaction.

He has been unable to do that, your Honor, and he says in

action.

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now.

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THE COURT: He says he is unable to do that because the records do not disclose the time of the trans-

MR. SGARLATO: The records disclose the ship and the date the shipment arrived and the bananas which were received from that ship. It doesn't say what day during that week, your Honor.

THE COURT: The evidence in your case shows if a ship arrives at 10 o'clock in the morning, regular customers received their orders first and the ship was long, that is, there was an abundance of bananas left over, those bananas were sold thereafter at a greatly reduced price. Isn't that what your testimony shows?

MR. SGARLATO: No, that's not correct, your Honor. My evidence shows that there were certain preferred customers. My evidence has not shown any specific reasons why those price differences occurred.

THE COURT: Let's stick with this one point

Your evidence showed and your witnesses testified, there was such a thing as rollers. And, we came to understand from their testimony that rollers were carn

loads of bananas which had not been sold as a result of orders placed by regular customers, isn't that so?

MR. SGARLATO: Yes, your Honor.

various people were able to purchase these rollers at greatly reduced prices with relation to the price charged to regular customers, is that so?

MR. SGARLATO: Yes, your Honor.

THE COURT: So, as Mr. Brooks is apparently explaining now, his records do not show the time when those bananas were sold, that is, whether they were sold at the beginning of the shift, unloading, or whether they were at the end of the shift, unloading, as rollers.

Is that what you are saying?

MR. BROOKS: Yes. I think it extended back beyond that. We have heard the term Seaboard price, and that was the price Mr. Lombino would get on Friday before the vessel was due to arrive the following week.

I think you have to go back at least to the Seaboard price and in between the Seaboard price, the highest price, that would be declining prices until you get to the lowest declined price, the roller, at which an importer such as the defendant would seek to unload its good when it appreciated the fact it would probably wind up with excess

goods which he would have to dump at a total loss.

So that at any point in this period of time you could get a lower price as you approached unloading.

Our records don't record the time at which the transaction is agreed to. We never thought we would have to keep records to defend a price discrimination case such as this. Our records were kept on the basis of the ordinary business the company was expecting to have to record things to conduct.

That is the reason why we answered the interrogatories as we did.

MR. SGARLATO: Your Honor, my evidence has shown that the rollers existed approximately three months out of the year. Plaintiffs' Exhibit 2 shows differences in prices throughout the year.

Secondly, the defendant has relied on more reasons than just rollers. He has stated that it occurs from differences in market conditions, he has stated that it occurs from different types of bananas.

He states that not only would it occur from rollers but his interrogatory says it's one of those other reasons; promotional programs would be involved.

Your Honor, he fails to establish where these defenses could be applied to those transactions. He just

makes a blanket misstatement and is unable to prove that.

THE COURT: The defendant doesn't have the burden in this case. The plaintiff has the burden of showing there was price discrimination.

In response to your interrogatories, the defendants have given several possible reasons for the price differential, all of which are supported by the evidence thus far, so that your motion would have to be denied.

MR. SGARLATO: Your Honor, making -THE COURT: Your motion is denied.

I would like to make one point. In making out a prima facie case, I have shown that these plaintiffs have purchased bananas from the same ship, the same quality and grade as categorized by the defendant and that there have been price differences as great as \$1.50 per box and in some instances even more. I think that by so doing, I have made out a prima facie case. I believe, and I am not speaking off the top of my head --

THE COURT: We are not on a motion to dismiss for failure to make a prima facie case. I assume that motion should be made by defendants if they are going to make it. Your motion for summary judgment, based on

their answers to certain interrogatories, is denied.

MR. SGARLATO: Thank you, your Honor.

MR. BROOKS: Your Honor, I suspect Mr. Sgarlato's motion was an anticipatory defense to a motion I would make. I do move under Rule 41(b) to dismiss on the ground that the plaintiff has not established a right to relief on the facts and on the law. I think all he has proved in the area of discrimination is differences. He has put in a chart which I think we have at least suggested is only half of the universe, but nevertheless that chart simply shows differences.

perishable commodity. In fact, the Robinson-Patman Act has a proviso which permits the changing of prices in respect to such commodity or a changing market. The FTC has written at length guidelines which qualify the changing of price in a perishable commodity to not be violations of the Robinson-Patman Act.

I think, therefore, the plaintiff is on notice.

He cites these FTC guidelines in his trial memorandum;

that he has to make a showing that the proviso does not

apply and the FTC guidelines are not applicable and that

the transactions which he claims are discriminatory

occurred at the same time. Or, to put it another way,

in the same market for the perishable commodity.

He has made no proof as to time of purchase.

The.e has been testimony from the plaintiffs themselves that Mr. Como would place the order two or three weeks in advance; Mr. Lembino would place his order the Friday before. We have heard no testimony from Mr. DeMarco at all as to when he would place his order.

I suggest, in view of the fact we have a highly perishable commodity, in view of the law and in view of the absence of any showing as to the time, the plaintiff has not met the burden he must meet to show price discrimination.

Even if your Honor should believe he has met that burden, I think he has not made any showing of substantial effect on competition. The Act does not prohibit differences in price or even discrimination, but it only prohibits such discrimination which has a substantial effect on compensation or tends to create a monopoly.

There has been no showing of market effect at all during the four-year period this complaint is addressed to.

I think the most startling thing the plaintiff
has not proved at all are damages under the Rule of
Enterprise versus Texaco. In that case Judge Hand said

in a price discrimination case you must show actual damages, and if as Mr. Como testified you simply jacked up your markup to pass along an unfavorable situation to your customers, you had no actual damage.

The rule in other Circuits, we admit, is that if you simply show a difference between a price to you and a price to another customer and show that that is unlawful discrimination, that difference is damage. But, that is not the rule in this Circuit. It could not be clear and we have seen no proof of damage being caused by price differences.

There has been a list submitted by Mr. Lombino and Mr. Como of customers they claim they have lost. But, there have been no dollars attached to those customers.

Not even boxes of bananas. All that is in the record is a list of customers that were lost.

If we were to confess judgment in this very minute, your Honor, you would be at a loss to determine how much damages to award. There is no evidence on which you could come to a conclusion on damages.

There has been income tax returns put in evidence for two of the three plaintiffs. There was none put in for Mr. Como. I suggest the most you could tell from that is that they are seeking an award for a

guaranteed income. There is no cause or connection between price difference or anything you can remotely derive from the income tax returns.

Even if you get to the point of saying even if

I were disposed to do it on the other elements of the claim,

I could not come up with any damages in this case. Since

that is one of the elements the plaintiff has the burden

of proving, I suggest to you that that alone is sufficient

to dismiss this case at this time.

THE COURT: Mr. Sgarlato.

MR. SGARLATO: Your Honor, what the plaintiffs have proven thus far is that they have purchased banans from the same company, that these bananas were of the same grade and quality, that they were purchased from the same ship, that they would pre-order these bananas as was the custom and trade and periodically they did get involved in a promotional program and this promotional program was not a constant thing, but lasted for a short period of time.

The defendant in his trial memorandum, on page 19, gives an example taken from the Trade Practice Rules for the Fresh Fruit & Vegetable Industry.

Example No. 3, at the bottom of the page:

"A large number of sellers and buyers are continuously engaged in bargaining for what is from

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their standpoint the best possible price for a particular commodity. Numerous transactions take place with great rapidity, usually consummated from telephone conversations. On occasion, one buyer may purchase from a seller goods at a lower price and another buyer may purchase goods of like grade and quality from the same seller. On the subsequent day or within a series of subsequent day or within a series of subsequent transactions on the same day the situation is reversed. While at any given day discriminations are likely to exist, there is not likely to be a violation of Section 1 of this rule if, A, discriminations are not the result of a plan or formula whereby a particular buyer or class of buyers receives a relatively consistent advantage."

Then he goes into a few other reasons.

what the defendant would like this Court to believe is that this was a vocational advantage that some purchasers received and on another week the plaintiff would receive the advantage.

Your Honor, this is not the fact. Your Honor must berore deciding this motion study Plaintiffs' Exhibit 2 very carefully, and I feel it is necessary to look at

defendant's proposed exhibit which shows the total volume of sales by the defendant to the plaintiff.

This, your Honor, was not occasional. This was a normal course of events, your Honor. It happened practically every week.

I submit that if your Honor compares the total sales through the discriminatory volume of sales, it's at least half the sales. I would represent to the Court at the time I did not claim discrimination were times when they received the same price. So, your Honor, they never received advantages. If periodically they did receive a price low, it was around the same price, not a dollar below and nothing to compare to what the favorite customers of the defendant was receiving. This example that the defendant cites in his memorandum is totally inconsistent with the evidence and it is very deciving.

Question of damages. I have submitted my trial memorandum and I did go into the question of damages in detail. I have cited numerous cases in support of my contention. The damages required to be proven are not definite damages, your Honor. There is no way to prove definite damages in a case of this nature. How can I prove to your Honor that aside from the differences in prices, how can I place a dollar amount on the fact Mr.

Como was working from 6 o'clock to 4 o'clock now has to work from 2 o'clock in the morning until 4 o'clock. How do I place a dollar value on that, your Honor? How do I place a dollar value on his labor that he put into his place of business which he had to sell at a ridiculously low price because he didn't need it for his banana business any more; he had to go into a different business.

having to go out and drive a truck and carry bananas when in 1968 he had three employees or five employees and three or four trucks, and he was a businessman. Now he is a laborer, your Honor. How do I place a value on Mr. DeMarco who had his own banana business and now is a laborer working in construction.

My trial memorandum points out that in many instances you cannot prove specific damages .

THE COURT: What case is that which says you cannot prove specific damages?

MR. SGARLATO: Starting on page 14 of my trial memorandum, the section on damages, going over to page 15:

"Public policy requires the wrongdoer shall bear the risk of the uncertainty which his own wrong has created."

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And, I cite Bigelow versus RKO, Belasco

Products Company versus Lloyd, et cetera, et cetera.

There is a whole section on damages here, your Honor. The Enterprise case, which Mr. Brooks mentioned, was also mentioned in my brief.

It seems to me, your Honor, that there is no way for me to prove a dollar value on these damages. It's similar to a personal injury case where a plaintiff suffers a broken leg. How do we place a dollar value on pain and suffering? How can I place a dollar value on what these men have gone through? Your Honor has heard them testify. They were very colorful witnesses and throughout their testimony it is brought out why do it to the little man. Why did they do it to me, because Russo was bigger than me or D. Loi was in Hunts Point Market? This wasn't fair.

damages which were proven in this case. Although the rule in cis Circuit, and I well aware that the rule is not that a plaintiff is entitled to the difference of price, which is charged. However, your Honor, that was set forth in cases wherein plaintiffs were attempting to recover just an amount, just the amount of difference in price.

It is my contention, your Honor, that the

difference in price which the plaintiffs pay and the advantage which they lost, and the amount of money over which they should have been charged, is an element of damage when it is considered along with consequential damages such as the ones that were prove here.

The case which Mr. Brooks has cited, the Enterprise case, states that the rule in the Second Department is that we must show consequential injury in the form of loss of profits, loss of customers.

from Mr. DeMarco who went into a completely different business. Mr. Como went into a completely different business and lost customers and Mr. Lombino, where he said he was one of the largest distributors of the City, he is now down to a one-man operation.

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given.

THE COURT: Let me ask you this: Do you feel that you haveput in proof from which the Court could find that this price discrimination as it existed substantially affected competition in the amount of business in the metropolitan area?

MR. SGARLATO: Yes, your Honor. Because --

THE COURT: Or created a monopoly?

MR. SGARLATO: Your Honor --

THE COURT: And if so, what is that proof?

MR. SGARLATO: First of all, that proof has been

THE COURT: What is it?

MR. SCARLATO: Your Honor, I don't believe that that is the law. I believe I have proven that, if I may go into it in my own way. I think that it is necessary to show that it lessened competition or had a tendency to lessen competition. I would even cite that from --

THE COURT: Do you show how many men were in the banana business in the New York area in the period '68 to'72 and how many were in that business say in '73?

MR. SGARLATO: No.

THE COURT: That it dropped considerably?

MR. SGARLATO: No, your Honor. What I have shown precisely is that the effect on these plaintings and I have

even brought in an expert who is also in the business in Brooklyn --

THE COURT: Who is that?

MR. SGARLATO: Mr. Fidella. His testimony tended to show that although he is not a plaintiff there was an injury to his business because he found it difficult to compete. There was a difficulty in competing. Each plaintiff testified that there was a difficulty in his ability to compete with such distributors as Russo and D.Loi and Esposito and these other distributors that were receiving favored prices. But I don't believe that it is necessary to prove that competition was actually lessened although I have proven it with regard to the plaintiffs.

THE COURT: Let's start at the beginning, then.

As I understand the testimony there were several reasons why other dealers in bananas were able to undersell Mr.

Lombino, for example. One was these rollers which he claims how was unable to get. Another was that he delivered bananas whereas other men up at the Hunts Point Market or Bronx

Terminal Market did not deliver, people had to go up there and pick them up.

And the evidence shows that those menup
there were much larger dealers in bananas than Mr. Lombino,
for example, by his own testimony they had much larger

places, sold more bananas, and as a result could sell bananas cheaper. And there was testimony of Anga Russo to the effect that men in the banana business were sometimes able to get rollers by giving in effect money or actually giving money, rather, to the agent for the company, who would let them know about the rollers and sell the rollers to them at a favorable price; isn't that so?

MR. SGARLATO: Yes, your Honor.

at least four or five reasons why men were able to sell bananas for less than Mr. Lombino. As I said, the rollers, the fact that they did not deliver, that they gave a gratuity or bribe or payment to the agent; they also got some credits for so-called bad bananas when they put in claims.

MR. SGARLATO: Your Honor, taking those reasons from the beginning --

were different kinds of bananas, that is, better bananas, by Mr. Lombino's testimony, that he wanted all No. 1's, and certain kinds of bananas from Bolivar, for example, were better than bananas from other parts of Ecuador; and that Mr. Lombino testified that the Dcuador bananas were the best; they were firmer than the bananas from Costa

Rica and Honduras; that there were different kinds of Ecuador bananas, as I have said. There were the premiums and the bananas which were later developed to eliminate stem rot. All kinds of bananas; is that so?

MR. SGARLATO: Yes.

THE COURT: Which would account for a difference in price. So that you have put in proof to show that there were many reasons for price differentials here, isn't that so?

MR. SGARLATO: I don't know, your Honor.

Your Honor is first of all mistaken in that Mr. Lombino
testified that Bolivar and Guayaquil are of the same
quality. I have only compared bananas of the same grade
and quality in Plaintiffs' Exhibit 2. For example,
if your Honor turns to any page in Plaintiffs' Exhibit 2
you will see that in the right-hand column it said type
of banana, and there are different types of bananas.
But I have never compared the different types.

For example, if Russo purchased bananas and I am comparing that to a sale made by Lombino, I have only compared the same type. I have never compared different types.

I agree that there are different types, but I have never compared them.

The only testimony was that included in the

category Ecuador boxes are the two types, Bolivar and

Guayaquil. All of my witnesses have testified that

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cost. So that would not explain the difference in price, the type of banana. That could never explain the differences in price.

The bribe, as your Honor puts it, or as Mr.

Brooks calls it, has been, I believe, I believe your Honor

those bananas were basically the same and they had the same

Brooks calls it, has been, I believe, I believe your Honor fully understood what the implications of this were. The reason I started in 1962 was to show how long it was going on, and Mr. Russo even testified it was going on before that.

and if your Honor reads Plaintiffs' Exhibit 2 and studies those things, you will see, your Honor— and those figures were taken from defendant's records, by the way— this information was always available to the defendant. These discrepancies in prices. So if your Honor accepts the argument, for example, that well, this was done by an employee of the company rather than by the company, your Honor, that witness' testimony was that it's been going on for 15, 20 years or so, and that each employee— there has always been an employee in that position that has favored certain customers. I say that in that period of

time if we believe what Mr. Russo says, why didn't this company know about this? They must have had some indications right in their own records and it is not a ten or twenty cents difference, your Honor.

THE COURT: Let's take the testimony of Mr.

Lombino who said that he had regular customers and that is why he ordered from Standard, so that he would be certain to have bananas to supply his regular customers which resulted in a certain profit to him.

MR. SGARLATO: Yes.

THE COURT: It seemed clear from his own testimony that he could not take advantage of rollers at the last minute, because he couldn't operate in that way, his customers might be left without bananas if he was hanging around hoping there were rollers that week, isn't that so?

MR. SGARLATO: No, that is not true, your
Honor. Your Honor must understand, I have lived with
this case for three years. What Mr. Lombino said is that
he could have taken advantage of rollers because he had
the room to storethem in his refrigerated rooms, and he said
he could hold those bananas back from ripening by lowering
the temperature, and that he could have used those
bananas for the next week. So he could have taken

advantage of that.

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THE COURT: Why didn't he?

MR. SGARLATO: Because they were never given to him, your Honor, or if they were, it was very few. Because, your Honor, that is the whole point of this case. There was a common plan or scheme here. There were certain customers of this company that were preferred, and I submit to your Honor if your Honor dismisses this case at this time youwill be doing these plaintiffs a great injustice, if nothing else, your Honor; I submit that the defendant must put its employees on that stand and have themsubjected to my cross examination as to why these price differences occurred, and I guarantee your Honor that I will show your Honor by the defendant's own witnesses, and in particular Mr. Sbrocco, who is in this courtroom, that there was something going on in that company that definitely discriminated against these three plaintiffs, and 1 don't represent all of the plaintiffs in that industry, your Honor.

of that book and make a case for them also because it is evident. Your Honor can go through the defendant's exhibits, not the plaintiffs' exhibits, and your Honor can see that there is a pattern whereby certain customers

constantly and consistently received prices lower than other customers, and they can't explain it, your Honor. They try to hide it. They put up a wall, and they say on that wall there are five reasons here, take your pick, we don't know which one it is.

If you don't know which one it is, how do you know it is any of them? Maybe there is no reason, maybe it's discrimination. They did answer certain of those — they did find reasons for certain of those discriminations, and they stated them. These rollers that your llonor mentioned, even if they were giving out rollers, the testimony of the plaintiffs showed that they couldn't obtain these rollers, and Mr. Como even testified that he tried to obtain them, that he asked Mr. Sprocco for them all the time, and Mr. Sprocco told him they weren't available and Como told us he could have used them, he could have stored they, he could have asked a friend of his to store them, to save money.

Your Honor, when a man who works for half a dollar on a box of bananas which weighs 40 pounds and he has to carry it on a truck and drive it around and bring it to customers for 50 cents finds out that someone else is ælling bananas for less than what he pays for them, bananas of the same grade and quality, this I submit injures competition

in and of itself, and if your Honor feels that I haven't proven it specifically injured competition, it tends to injure competition and I submit that's all I have to prove under the Robinson-Patman Act.

I saw that statement even in the defendants'

trial memorandum; I don't have it at the moment, but I did

see it in the defendants' trial memorandum, where he says

tends to injure competition, or tends to create a monopoly.

It doesn't have to be shown that it actually happened,

your Honor, and it besn't have to be shown that the amount of

damages were \$50,000, \$50,862 -- that is impossible to

prove, your Honor. There is no way I could prove that.

The Enterprise case specifically states you must show that there was injury to competition, you must show loss of profit, you must show loss of customers. This is what I have shown, your Honor. And I have shown specific instances where for example Mr. Como was forced to sell his property because he had no more use for it and he was just paying the expenses.

There was one otherthing that your Honor brought out that I'd like to clarify, and I was trying to clarify it during the trial. That is this: Mr. Lombino,
I submit, was the largest plaintiff insofar as he purchased more bananas than the other two plaintiffs combined. Now,

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 where he could go and pick up bananas in the market as opposed to having them delivered. I'd like to point out that Mr. Lombino has business where he said his overhead was very low. He paid approximately \$125 a month for rent, he had no employees, he drove his own truck which he owned; he lifted the bananas, he had no laborers that he hired.

I got various descriptions of the D. Loi operation in the market. This was an operation where a man could store thousands of boxes of bananas; he had the facilities in the largest fruit and vegetable market in this area. I think one of the witnesses testified in the United States. This business that Mr. D. Loi had, he said the man had many employees. Even if that man doesn't deliver bananas, your Honor, what does it cost Lombino to get in his own truck? It cost him his gas and his insurance and the maintenance on the truck.

THE COURT: Let's take that -- is it D. Loi?

MR. SGARLATO: Yes, D. Loi is the man in the

Bronx Terminal Market.

THE COURT: He is the biggest in the area, did you say?

MR. SGARLATO: He is one of the biggest, your Honor.

THE COURT: Let's say he buys every week

10,000 boxes of bananas. Mr. Lombino testified that he
bought how many per week?

MR. SGARLATO: Mr. Lombino purchased between 800, 1000 a week during this period. He was not a small plaintiff.

THE COURT: Let's say that he purchased a thousand a week and Mr. D. Loi purchased 10,000.

MR. SGARLATO: That wasn't the case, your Honor.

THE COURT: You said he wash one of the biggest. There was no evidence here as to what he purchased.

MR. SGARLATO: Yes, your Honor. The evidence is in Defendant's Exhibit 2 and this exhibit shows the number of boxes --

THE COURT: How many did he purchase then?

MR. SGARLATO: It wasn't that many more than

Lombino. That would not justify --

MR. BROOKS: Your Honor, I'd like to remind the Court and Mr. Sgarlato that our exhibit is not in evidence yet. So if he is relying on that for his record, it's not part of it.

MR. CARLATO: It's been stipulated that that is accurate your Honor. I will rely on my own record, then,

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which are in evidence. Taking one at random --

THE COURT: You concede that Mr. D. Loi is a much bigger --

MR. STARLATO: He is not, your Honor. He is bigger, but not that much bigger, your Honor, where it would justify. Here, for example, on April 1968 he purchased 300 boxes from Standard Fruit. In May of 1968 he purchased 600 boxes, and Lombino purchased that week 1400.

Your Honor, I hate to keep -- here's an instance in March of '69 where --

THE COURT: I thought one of your witnesses,

Mr. -- the last one who testified, Mr. Como, I thought he

testified that he was up there at Hunts Point Market.

MR. SGARLATO: Yes.

THE COURT: And he looked at it, and he had seven or eight rooms; is that so?

MR. SGARLATO: Your Honor, we are just concerned about the sales from Standard Fruit Steamship Company.

I don't know, there are other banana banana companies that in all probability Mr. D. Loi deals with.

Mr. D. Loi has seven or eight rooms and can sell 10,000 boxes of bananas a week and Mr. Lombino sells only a thousand and his markup is a dollar twenty --

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MR. SGARLATO: \$1, \$1.20, your Honor.

THE COURT: You understand, of course, as a matter of elementary economics that Mr. D. Loi could sell 10,000 boxes at 40 cents a box and still come out ahead of Mr. Lombino, isn't that so?

MR. SGARLATO: Yes, your Honor.

But there have been instances where for example
the plaintiff Lombino testified that one of his customers
could go to the market and purchase bananas for what he
was paying for them. I don't see how any economic principle
can overcome that. And your Honor must also take into
consideration that you go reach a point depending on how
big Mr. D.Loi is --

THE COURT: Yes, but Mr. D. Loi was buying these rollers, wasn't he?

Wasn't that the testimony?

MR. SGARLATO: No, your Honor. Frank Russowas buying rollers.

THE COURT: By paying off the agent for the company, isn't that so?

MR. SGARLATO: Yes, your Honor. I'd like to point out that most of his testimony, the direct testimony of these witnesses is probably not what your Honor is talking about. The testimony that your Honor is talking about

most of which was brought out on cross examination has a foundation by Mr. Brooks for these defenses that he feels he is going to raise, that havne't been brought out by the plaintiff because they are defenses in the Robinson-Patman Act. Cost justification is a defense, promotional program is a defense.

Your Honor, this promotional program that the defendant was engaged in does not qualify as a defense under the Robinson-Patman Act. Under the Robinson-Patman Act there must be a binding and enforceable agreement to qualify as a promotional program. A promotional program also requires that there be a cost savings by the defendant.

The defendant has not shown any cost saving by using this promotional program, and I submit is his burden to prove. He must show that --

THE COURT: No, we are on the plaintiffs' burden right now.

MR. SGARLATO: Your Honor is going into defenses at the present ime.

THE COURT: Your burden in the first instance was to show price discrimination.

MR. SGARLATO: My burden, your Honor, which I think

I have done is to show at the same time -- the most I could

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show, I don't see how I could show anymore, during the same periods of time, and I have minimized that time period down to one week, the time it takes to order from a ship, and these bananas were all purchased from the same ship, the bananas that I compared. So I have got them down to a substantially short period of time, one week.

I have shown that they have the same grade and quality by showing the categories which the defendant uses. The defendant has stipulated that they use about 10 or 15 different categories in describing their bananas. And how he asks this Court, which is really ridiculous, if they go out of their way to make 15 different categories or 10 different categories for difference, and they do categorize the bananas from the same place, such as Ecuador bananas, Ecuador Doles, Ecuador Premiums, now they insult this Court by saying what we want you to believe that under one of those categories there are different types of bananas.

I say to the defendant, if there are different types of bananas, why don't you put in another category?

Why do you have two categories under one name?

And there's been no explanation for that, your llonor. If they have all of these different names, why not make one more, because they are all brand names that

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they have made.

I have compared all these categories that they have. And my witnesses have testified that they were the same grade and quality of bananas and that they cost the same, and that they should cost the same.

I have further shown, your Honor, that as elements of damages, going along with my burden of proof, the time when it was purchased, the quality that was purchased, I have also shown that as a result of these differences in prices these plaintiffs have suffered. Two of them have gone out of business. One of them has gone from a business that was one of the largest businesses in the city to one of the smaller banana distributors in the city, where he has one-man operation, where he is forced to work harder.

Now I submit to the Court that using these other elements of damage, the working more hours; the loss of customer elements, now in addition to considering those damages your Honor should also consider the difference in price which was charged to these different plaintiffs, because why should they have paid that higher price?

And the rule in this circuit is that that element should not be considered alone, but there is no rule in this circuit that says that element should not be considered in conjunction with other elements.

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smells in this business, and we haven't found out exactly what it is yet. But, I say to your Honor that I have submitted enough information, an overabundance of information whereby the defendant now receives the ball. The burden of proof should now shift, your Honor. Let him explain to this Court why these differences appear and if he can explain them, let him do so and he can obtain costs against my clients but let me cross-examine those witnesses, your Honor, and I will show to you that there were preferred clients and there is no explanation and they have no explanation.

Thank you, your Honor.

MR. BROOKS: Two points, your Honor.

THE COURT: All right.

a plaintiff suggest it's up to the defendant to call some witnesses so plaintiff can cross-examine them to establish his prima facie case. Mr. Sbrocco has been sitting in this courtroom since the trial started. In fact, Mr. Sgarlato wanted to get him excluded. He was free to call him. Mr. Sbrocco would be the person to supply missing evidence to plaintiffs' prima facie case. It was Mr. Sgarlato's obligation to supply that evidence. Not mine.

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I'm not obligated to call Mr. Sbrocco. Plaintiff has rested and has not put in that evidence. The absence of the evidence must defeat this claim, I think.

prove a dollar value in the damage area must defeeat his claim. I don't think your Honor can evaluate without any evidence, without any testimony, what the diminution in the value of these plaintiffs' businesses were. I know that is sometimes a standard of damage in an antitrust case, but there is evidence to sustain it. There is economic or accounting testimony. There is none in this case.

There is no causal connection that has been shown between these plaintiffs going out of business and those price differences that are on Plaintiffs' Exhibit 2. Nothing to connect them up.

So that I think Mr. Sgarlato's argument substantiates our position on this motion that there is not a prima facie case in the record of this case.

THE COURT: Yes, I think the motion would have to be granted because of a failure of proof here on every score.

First of all, as I have indicated, I find no proof other than mere differences, of any discrimination. It seems clear from the evidence that the price discrimin-

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ation here, or differences rather in prices resulted from a number of things which the witnesses themselves testified to.

There was also no proof the defense counsel says with respect to the time of these various purchases.

There was certainly inadequate proof talking at ut the commodities of like grade and quality.

There is very little proof of the effect of such discrimination and its effect on competition.

MR. SGARLATO: What your Honor is saying -THE COURT: Just a minute. You will have a
chance to talk.

And, there is a failure of proof with respect to any lost profits suffered by the plaintiffs in this case. There is no causal connection, as pointed out by the defense counsel, between any differences shown in Plaintiffs' Exhibit 2, and the failure of the businesses of three plaintiffs.

So that, as I have indicated, the motion to dismiss for failure to make out a prima facie case is granted.

Since this is a non-jury case, Mr. Sgarlato, if you intend to appeal, I would have to write out in more detail my opinion, which I just read orally, on the

failure of proof on every score, beginning with any proof
that there was discrimination resulting in any effect
whatsoever on competion. There has been a complete failure of proof of any lost profits resulting from any price
discrimination.

There has been a failure of proof as to whether we were dealing with the same commodity, that is, of like grade quality.

for those reasons, as I have indicated, the motion is granted.

If you intend to appeal, let me -- also I can write it out.

MR. SGARLATO: I would like to state this it the present time, your Honor:

Unequivocally and with out doubt I will appeal this case and I totally disagree with your Honor's decision and I take exception, respectfully.

The COURT: We have a daily transcript thus far in the case, and the Court is going to require the parties to submit proposed findings and facts and conclusions of law on or before 5 p.m., August 5th. I so going to change that date to August 14th.

Thank you, gentlemen. August 14, 5 o'clock.

(Time noted: 6.00 p.m.)

WITNESS INDEX

2		WITNESS INDE	X		
3	Name _	Direct	Cross	Redirect	Recross
4	Mary DeMarco	170	182	183	
5	John Fedele	185	210	222	226
6					
7	Michael Lombino (Recalled)	229			
8	Andrew Russo	234	255	278	280
9					
10	Anthony Como	283	293		
11					
12					
13					
14		EXHIBIT I	NDEX	. In	
15	Plaintiffs	Ident	ificati	on Eviden	ce
16	10		174	175	
17					•

PLAINTIFFS' EXHIBIT 2 - SUMMARY OF SALES BY DEFENDANTS

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
F. Ricigliano	50126	Newark 3/7/68	\$2.20	175	Ecuador Boxes
F. Russo	50128	"	\$2.00	500	"
	50128	"	\$2.40	1400	"
	50128	"	\$2.10	600	"
Federico Bros.	50096	"	\$2.40	200	11
T. Dernarco	50091	"	\$2.60	100	"
- Lombino & Sons	50110	"	\$2.60	300	· ·
	50110	11	\$2.60	300	11
	50110	"	\$2.40	300	. "
- Como Bros.	50085	"	\$2.60	350	"
Banana Distributors of N.Y.	50081	"	\$2.40	375	"
					389a

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
F. Russo	50753	Newark 3/14/68	\$2.50 \$2.50	800 250	Ecuador Boxes
H. Mileo	50743	"	\$2.50	130	п.
The Million	11	' "	\$2.50	200	
Como Bros.	50714	· ·	\$2.80	350	"
Park Avenue Banana	50744	" "	\$2.50	150	"
Lombino & Sons	50738	" "	\$2.80 \$2.80 \$2.80 \$2.80	650 350 350 350	" " " " " " " " " " " " " " " " " " " "
P. Alpino	50707	· · · · · ·	\$2.50	550	"
Banana Distributors of N.Y.	50710	n	\$2.50	800	"
		The state of the s			

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE	
American Banana Co.	51224 51224	N.Y. 3/21/68	\$2.50 \$2.50	800 700	Honduras Clusters	
A. Curatola	51230	"	\$2.70	400	"	
John DiMartino	51231 51231	"	\$2.90 \$2.50	71 157	"	
D. Loi & Son	51247 51247 51247 51247	" " "	\$2.50 \$2.50 \$2.50 \$2.50	750 250 646 750	" "	
Lombino & Sons	51246	"	\$2.80	300	•	
					391a	
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	51833	Newark 3/28/68	\$2.50	650	Ecuador Boxes
American Banana	51834	11	\$1.80	412	"
Banana Distributors of N.Y.	51838	n	\$2.00	800	11
	11	. "	\$1.50	300	"
	"	"	\$1.50	300	11
Como Bros.	51842	"	\$2.50	350	. "
T. Demarco	51845		\$2.80	100	n n
	11	"	\$2.80	125	" ,
J. Esposíto & Sons	51847		\$2.00	500	n .
	11		\$2.50	500	. 11
	"	. "	\$1.80	300	"
	11	"	\$1.80	300	"
D. Loi & Son, Inc.	51860	, ,	\$2,40	600	"
	51860		\$1.50	800	. "
	"	"	\$1.50	800	
Lombino & Sons, Inc.	51861	11	\$2.80	300	"
	- 11	11	\$2.80	225	. "
	"	**	\$2.80	300	"
Park Avenue Banana	51866	"	\$2.00	250	- "
Frank Russo	51873	"	\$1.60	900	"
	"	"	\$2.50	1500	n .
	"	"	\$2.00	250	" 39
	11	"	\$2.00	250	392 a
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JSTOMER NAME INVOICE NO.		DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	52498	Newark 4/4/68	\$2.80	550	Ecuador Boxes
American Banana	52499	"	\$2.90	300	,
Banana Distributors of N.Y.	52503	"	\$2.80	800	/ * ,
Como Bros.	52508	"	\$3.20	350	"
A. Curatola	52511	"	\$2.80	500	» II
T. Demarco	52513	"	\$3.20.	100	n'
	"	11	\$2.80	100	n ,
J. Esposito	52515	"	\$2.80	300	,
M. Handler	52522	"	\$2.80	175	u
Lombino & Sons	52535	, ,	·		
	11	"	\$3.20	300	"
	"	"	\$3.20	300	"
	11	11	\$3.20 \$3.20	150	"
	"	11	\$3.20	300	" "
H. Mileo	52538	"	\$2.80	200	"
Park venue Banana	52539		\$2.80	250	A.
=rank Ricigliano	52549	"	\$2.80	175	n l
Frank Russo					
Talk Nusso	52551	" 8	\$2.80	600	n /
		"	\$2.80	600	394a
			,40		

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	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	South Brooklyn Potatoe	52554	Newark 4/4/68	\$2.80	500	Ecuador Boxes
	Striks & Schwartz	52556	11	\$2.90	200	"
	Ben Y∈ in	52570	11	\$2.80	125	"
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· · · · · · · · · · · · · · · · · · ·	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	P. Alpino	53140	Newark 4/11/68	\$2.50	550	Ecuador Boxes
	Como Bros.	53148	"	\$2.90	350	"
	A. Curatola	53152	"	\$2.50	500	"
	T. Demarco	53154	11	\$2.90	100	"
	J. Esposito	53157	" "	\$2.50 \$2.50	350 350	" "
	Federico Bros.	53159	n	\$2.50	300	п .
I	Golden Ripe Banana Co.	53165	"	\$2.50	600	n .
	D. Loi & Son, Inc.	53178	11	\$2.50	300	n
	Lombino & Sons	53179	11	\$2.90 \$2.90 \$2.90 \$2.90 \$2.90	350 300 290 300 350	" " "
	H. Mileo	53182	"	\$2.50	375	"
	Frank Ricigliano	53193	ıı ı	\$2.50	175	11
	Frank Russo	53195	11	\$2.80	200 850	" "
		11	"	\$2.50	863 280	3962

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Ben Yellin	53210	Newark 4/11/68	\$2.50	145	Ecuador Boxes
Dave Ziedman	53212	"	\$2.50	215	"
				Control	
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana Co.	53933	NY 4/22/68	\$3.60	600	Cabana Boxes
J. Esposito	53942		\$3.60	300	
	53942	"	\$3.60	200	"
	53942	"	\$3.60	300	"
Gold-N-Ripe Banana Co.	53944	, ,,	\$3.60	700	"
	53944	, "	\$3.60	250	"
	53944	"	\$3.60	250	n
D. Loi &	53955		\$3.60	550	
	53955	"	\$3.60	750	п.
	53955		\$3.60	850	
	53955	1	\$3.60	300	"
	53955	"	\$3.60	95	"
	53955	"	\$3,60	547	"
Lombino & Sons	58956	"	\$3.80	250	n
Park Avenue Banana Co.	53966	"	\$3.60	150	"
Frank Russo	53972		\$3.60	350	"
	53972	"	\$3.60	250	· ·
Striks & Schwartz	53977	"	\$3.60	700	
				7	
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	54430	Newark 4/25/68	\$3.30	600	Ecuador Boxes
Banana Distributors of N.Y.	54435	n n	\$3.30	800	11
Como Bros.	54439	· ·	\$3.70	350	"
T. Demarco	54444	, "	\$3.30	100	"
J. Esposito & Sons	54446	"	\$3.30	380	11
Gold-N-Ripe E nana Co.	54453	n .	\$3.30	600	11
Lombino & Sons, Inc.	54465	"	\$3.70 \$3.70	350 350	"
	" "	" "	\$3.70 \$3.70	350 350	"
H. Mileo	54469	"	\$3.30	200	17
Frank Ricigliano	54480	"	\$3.30	175	"
Frank Russo	54482	"	\$3.10	900 900	"
Tropic Gold Banana	54493	"	\$3.30	150	"
Ben Yellin	54499	11	\$3.30	125	"
Dave Ziedman	54501	"	\$3.30	225	399a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	55105 "	Newark 5/2/68	\$3.30 \$3.30	300 300	Ecuador Boxes
Banana Distributors of N.Y.	55111	11	\$3.30	800	11
Como Bros.	55115	. "	\$3.70	350	"
T. Demarco	55119	"	\$3.30	100	n .
J. Esposito	55122	"	\$3.30	380	" "
Gold-N-Ripe Banana Co.	55130	"	\$3.30 \$3.30	300 300	n . n
D. Loi & Son	55141	" " "	\$3.70 \$3.30 \$3.30	300 300 300	n n
Lombino & Sons	55142 55142	" "	\$3.70 \$3.70	500 700	"
Frank Ricigliano	55160	"	\$3.30	200	"
Frank Russo	55163	" "	\$3.30 \$3.30 \$3.30	1050 600 350	" " "
Tropic Gold Banana Co.	55173	. 11	\$3.30	150	n .
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	55846	Newark 5/9/68	\$3.20	550	Ecuador Boxes
American Banana Co., Inc.	55847	"	\$3.20	200	"
Banana Distributors of N.Y.	55851	11	\$3.20	800	"
Como Bros.	55854	"	\$3.60	375	
T. Demarco	55858	n n	\$3.20	125	"
J. Esposito & Sons	55860	"	\$3.20	380	" ,
Federico Bros.	55862	n ·	\$3.40	300	"
Gold-N-Ripe Banana Co.	55867	"	\$3.20	600	"
D. Loi & Son, Inc.	55879	11	\$3.60 \$3.20	300 300	" "
Lombino & Sons	55880	"	\$3.60 \$3.60	350 350	" "
	" "	" "	\$3.60 \$3.00	350 350	" "
H. Mileo	55885	11	\$3.20	200	i u
Park Avenue Banana Co.	55887	"	\$2.60 \$3.60	300 150	"
Frank Ricigliano	55897	"	\$3.20	200	¥01.
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Frank Russo Ben Yellin Dave Ziedman	55899 "" "" 55916 55918	Newark 5/9/68	\$2.80 \$3.20 \$3.20 \$3.20 \$3.20	750 800 350 300 350 125 225	Ecuador Boxes " " " " " " "
				p acceptance of the control of the c	402a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	56587	Newark 5/16/68	\$3.10	500	Ecuador Boxes
Banana Distributors of N.Y.	56594	11	\$3.10	350	"
Como Bros.	56598	"	\$3.40	350	"
T. Demarco	56602	"	\$3.10	100	TI .
J. Esposito	56605	11	\$3.10	300	"
Gold-N-Ripe Banana Co.	56614	11	\$3.10	300	"
Lombino & Sons	56628	"	\$3.40	350	."
	11	"	\$3.40	375	"
	11	"	\$3.00	300	"
	"	" ;	\$3.40	375	"
H. Mileo	56633	"	\$3.10	100	"
Frank Ricigliano	56645	. "	\$3.10	200	n .
Ben Yellin	56664	. "	\$3.10	125	11
		Control of the Contro			
		Character Constant			
		No. of the second	1		
		The state of the s			403a

CUSTOMER NAME	INVOICE NO.	D. TE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	57228	Newark 5/23/68	\$2.40	600	Ecuador Box
Banana Distributors of N.Y.	57235 "	" "	\$2.40	900 350	"
Como Bros.	57238	"	\$2.70	350	"
T. Demarco	57243	· ·	\$2.40	125	"
J. Esposito & Sons	57245	"	\$2.40 \$2.40	350 350	" "
Gold-N-Ripe Banana Co.	57253	" "	\$2.40 \$2.40 \$2.40	300 300 300	" "
Frank Ricigliano	57282	"	\$2.40	200	
H. Mileo	57270	"	\$2.40	350	"
Frank Russo	57285	" "	\$2.60 \$2.40	1500	" "
Ben Yellin	57299	The state of the s	\$2.40	150	"
		L. N. Principal			404

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(USTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. Alpino	57960	Newark 5/30/68	\$2.60	400	Ecuador Boxes
Como Bros.	57969	"	\$2.90	325	
T. Demarco	57975	" "	\$2.60	100	"
J. Esposito & Sons	57977	"	\$2.60	380	"
Gold-N-Ripe Banana Co.	57984	" ;	\$2.60	300	. "
Lombino & Sons	57996	"	\$2.90 \$2.90	300	"
	"	"	\$2.90	300	
	"	"	\$2.60	300	"
H. Mileo	58000	"	\$2.60	200	"
Park Avenue Banana Co.	58002	.11	\$2.60	150	"
Frank Ricigliano	58012		\$2.60	200	"
Frank Russo	58014		\$2.60	500	"
Tropic Gold Banana Co.	58024	"	\$2.60	150	"
Ben Yellin	58029	H WAS	\$2.60	125	"
		11.00			
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USTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
		Newark 6/6/68	\$2.60	550	Ecuador Boxes
Alpinc		· ·	\$2.90	325	"
Como Bros.	58644	01	\$2.60	100	li ii
T. Demarco	58649	11	\$2.60	300	"
J. Esposito	58651	11	\$2.60	284	"
Gold-N-Ripe Banana Co.	58658	11	\$2.90	890	11
Lombino & Sons	58669		1	200	11
H. Mileo	58673	"	\$2.60	200	11
Frank Ricigliano	58685	1	\$2.60		"
Park Avenue Banana Co.	58675	11	\$2.60	150	
Park Averne Dans		Services			
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		g of Marine 1 and 1			
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CUSTOMER NAME	INVOICE	DATE AND	PRICE	UNITS	TYPE
COSTONERTANTE	NO.	PLACE	FRICE		
		1.0/10/69	\$2.20	500	Ecuador Boxes
D Alpino	59208	Newark 6/13/68	Φ2.20		
P. Alpino	1	11	\$2.50	250	11
O Drane	59217	11	\$2.50	1	
Como Bros.	The state of the s		\$2.20	700	11
. Ctala	59220	11		300	11
A. Curatola	"	"	\$2.20	1	
			to 00	100	11
	59223	11	\$2.20	1	
T. Demarco			40.00	300	"
	59225	11	\$2.20	300	11
J. Esposito	11	"	\$2.20	300	
			1	600	11
Co	59233	"	\$2.20	1 600	
Gold-N-Ripe Banana Co.				075	11
	59248	11	\$2.20	375	
H. Mileo		1	78.00	9 000	11
	59244	11	\$2.50	300	11
Lombino & Sons	11	11	\$2.50	300	11
	11	11	\$2.50	300.	
	1	1	*	000	1 11
	59260	11	\$2.20	200	5
Frank Ricigliano	i			600	11
	59261	11	\$2.20	600	11
Frank Russo	11	11	\$2.20	750	11
	11	11	\$2.20	900	11
	ž 11	"	\$2.20	350	11
	3 11	11	\$2.20	250	11
	§ 11	1 "	\$2.20	350	1
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	INVOICE	DATE AND		UNITS	TYPE
CUSTOMER NAME	NO.	PLACE	PRICE	0147.0	
COSTONIER	110.				
		Newark	42 90	550	Ecuador Boxes
	59988	6/20/68	\$2.80		
P. ALPINO	37700		1 02 10	275	"
F. ADI III	59996	11	\$3.10		
сомо	1 37770		42 00	100	11
CONIC	60001	11	\$2.80	1	
T. DEMARCO	1	1		300	11
1. DEMINIO	60003	11	\$2.80	1 300	
J. ESPOSITO	00003		10.00	300	"
	60011	11	\$2.80	300	
GOLD-N-RIPE BANANA CO.	90011			350	11
GOLD-N-KII E	60023	į 11 .	\$2.80	350	11
LOMBINO & SON	00023	į 11	\$2.80	350	11
LOWBING & SO.	11	11	\$2.80	330	
		ì		150	11
	(0029	į 11 .	\$2.80	150	
PARK AVE. BANANA CO.	60028	-		200	11
PARK AVE. Difference	1 (0037	11	\$2.80	200	
FRANK RICIGLIANO	60037			900	11
FRANK RICIGE	1 (0020	§ 11	\$2.50	850	11
DIISSO	60039	11	\$2.80		11
FRANK RUSSO	11	11	\$2.20 >	300	11
	11	1 "	\$2.60	250	
	1 "	5		500	11
	1 (0011	11	\$2.30	•	11
STRIKS & SCHWARTZ	60044	11	\$2.80	200	
STRIKS & SCHWING	60044		own	1 225	11
	10057	11	\$2.80	225	3
TIEDMAN	60057	1	į	1	
DAVE ZIEDMAN			Jean	į	
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CUSTOMER NAME	NVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	60648	Newark 6/27/68	\$2.00	300	Ecuador Boxes
BANANA DIST. OF N.Y.	60654	11	\$2.00 \$2.00	800 300	11
COMO BROS.	60659	11	\$3.10	275	."
T. DEMARCO	60664	11	\$2.80	100	· ·
J. ESPOSITO	60666		\$2.40	300	n .
D'LOI & SON, INC.	60684	11	\$2.00	200	"
LOMBINO & SONS	60685	11	\$2.80 \$2.80 \$2.80	350 300 350	" "
PARK AVE. BANANA	60691	11	\$2.00	150	п
FRANK RUSSO	60702	11	\$2.00 \$2.80 \$2.00 \$2.00	590 750 300 300	" " " " " " " " " " " " " " " " " " " "
STRIKS & SCHWARTZ, INC.	60706	11	\$2.00	300	. "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
COMO BROS.	61952	Newark 7/11/68	\$2.70	200	Ecuador Boxes
T. DEMARCO FRANK RUSSO	61957 61993	11	\$2.70	650 650	11
FRANK ROSSO	11	11	\$2.40 25	700	11
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	62616	Newark 7/18/68	\$2.00	300	Ecuador Boxes
COMO BROS.	62624	"	\$3.00	250	"
T. DEMARCO	62630	"	\$2.50	100	"
H. MILEO	62652	f1	\$2.70	200	n :
PARK AVE. BANANA	62653	"	\$2.70	300	"
FRANK RUSSO	62664	11 11	\$2.00 \$2.00 \$2.00 \$2.70	550 350 800 300	" "
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CUSTOMER NAME	INVOICE	DATE AND	PRICE	UNITS	TYPE
		Newark			
P. ALPINO	63052	7/24/68	\$2.00	375 300	Ecuador Boxes
			\$1.00	300	
CONTRACTOR	63050	-	\$24-50	200	-
T. DEMARCO	63065	11	\$2.00	100	"
LOMBINO & SONS	63081	"	\$2.40	325	
LOMBINO & SONS	"	11	\$2.40	375	11
	" "	"	\$1.60	200	"
H. MILEO	63083	11	\$2.00	200	
PARK AVENUE BANANA CO.	63084	, ,,	\$2.00	200	"
	"	"	\$1.60	200	"
FRANK RICIGLIANO	63094	11	\$2.00	200	"
FRANK RUSSO	63095	"	\$1.60	250	"
TRANK RODDO	"	11	\$2.00	250	11
	"	11	\$2.00	354	11
	11		\$2.00	375	11
	"	"	\$1.60	250	"
STRIKS & SCHWARTZ	63098	11	\$1.80	500	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
24.2 (1)		Newark			
P. ALPINO	63900	7/31/68	\$2.00 \$1.40	300 300	Ecuador Boxes
AMERICAN BANANA CO.	63901	11	\$1.00	300	Ų
COMO BROS.	63908	11	\$2.50	250	11
A. CURATOLA	63912	11	\$1.80	200	11
T. DEMARCO	63914	11	\$1.90	100	11
D'LOI & SONS	63933	"	\$1.00	340	11
LOMBINO & SON	63934	"	\$2.30	700	11
PARK AVENUE BANANA	63938	11	\$1.00	260 150	11
FRANK RICIGLIANO	63947	11	\$2.00	200	11
FRANK RUSSO	63948	11	\$1.40 \$1.00	850 850	11
	. "	11	\$2.00	300	11
STRIKS & SCHWARTZ	63952	11	\$1.50 \$2.00	600	11
					413a
	1	1			<u> </u>

CUSTOMER NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
COMO BROS	64543	Newark 8/7/68	\$2.70	250	Ecuador Boxes
GOLD - N - RIPE BANANA CO.	64530	"	\$1.50	300	"
LOMBINO & SON	64563	"	\$2.70 \$1.50	800 175	" "
H. MILEO	64566	11	\$2.00	200	"
PARK AVE. BANANA	64567	"	\$1.50	150	11
FRANK RICIGLIANO	64577	"	\$2.30	200	11
FRANK RUSSO	64578	"	\$1.50	1,000	n n
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	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
•			Newark			
	BANANA DIST. OF N.Y.	65168	8/14/68	\$1.50	800	Ecuador Boxes
	COMO BROS.	65174	11	\$2.40	250	"
	T. DEMARCO	65179	11	\$2.00	100	n ·
	LOMBINO & SONS	65195	"	\$2.40	756	11
•	H. MILEO	65197	"	\$2.00	200	n n
	PARK AVE. BANANA	65198	"	\$1.50	150	n/
	FRANK RICIGLIANO	65208	i ii	\$1.80	200	n i
	FRANK RUSSO	65210		\$1.80 \$1.50	550 702	"
		11	, ,,	\$1.80	700	ıı ı
	STRIKS & SCHWARTZ	65214	11	\$1.50	550	"
						415
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. ALPINO	65724	Newark 8/21/68	\$2.50	175	Ecuador Boxes
COMO BROS.	65732		\$2.90	250	
T. DEMARCO	65737	11	\$2.50	100	. "
LOMBINO & SONS	65756	11	\$2.70	700	
H. MILEO	65758	11	\$2.50	200	"
PARK AVE. BANANA	65759		\$2.30	150	H ₂ .
FRANK RICIGLIANO	65769	11	\$2.50	200	"
FRANK RUSSO	65772	" "	\$2.50 \$2.00	1,000 613	" "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
DANANA DIST. OF N. V.	66179	Newark 8/28/68	\$1.20	700	Ecuador Boxes
BANANA DIST. OF N.Y.	11	11	\$1.00	600	ll ll
	"	11	\$1.20	300	11
COMO BROS	66184	"	\$2.30	250	"
T. DEMARCO	66190	"	\$2.,00	100	u u
LOMBINO	66205		\$2.30	900	ii ii
H. MILEO	66209	11	\$1.80	200	1,
PARK AVE. BANANA	66211	"	\$1,50	300	"
FRANK RICIGLIANO	66219	"	\$1.50	200	"
STRIKS & SCHWARTZ	66225	11	\$1.00	350	n 193
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
		Newark			
COMO BROS.	66857	9/4/68	\$2.70	2 50	Ecuador Boxes
T. DEMARCO	66862	"	\$2.30	100	"
LOMBINO & SONS	66880	"	\$2.70	1,000	
	. "	***	\$2.70	250	
H. MILEO	66882	11	\$2.30	360	. "
FRANK RICIGLIANO	66890	" ;	\$2.30	200	"
		1			

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	(2525	Newark	\$3.00	450	Ecuador Boxes
P. ALPINO	67525	9/12/68	\$3.00	1	
BANANA DIST. OF N.Y.	67530	"	\$2.20	800	"
	67557	"	\$3.30	900	- "
LOMBINO & SONS	67557	"	\$3.30	300	i "
H. MILEO	67559	"	\$2.90	300	"
COMO BROS.	67533	" .	\$3.30	250	п
T. DEMARCO	67538	"	\$2.90	100	1 "
FRANK RUSSO	67'	"	\$2.30	750	"
I KAIIK KOOOO	"	. "	\$2.90	750	"
CTRIVE & COUNTRY	67576	"	\$2.20	300	"
STRIKS & SCHWARTZ	"	"	\$2.20	350	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. ALPINO	67,886	Newark 9/18/68	\$2.80	300	Ecuador Boxes
AMERICAN BANANA CO.	67887	11	\$2.40	600	11
BANANA DIST. OF N.Y.	67892	11	\$2.30 \$2.40	700 350	""
COMO BROS.	67895	"	\$3.30	250	11
T. DEMARCO	67900	"	\$2.90	100	
JOHN FEDELE	67903	п	\$2.90	135	п
LOMBINO & SONS	67919	"	\$3.30	900	1
H. MILEO	67921	"	\$2.90	300	"
FRANK RICIGLIANO	67931	11	\$2.90	200	
FRANK RUSSO	67932	11	\$2.30 \$2.90 \$2.40 \$2.20	750 750 700 300	" " "
STRIKS & SCHWARTZ	67936	11	\$2.30	500	
				The state of the s	420a

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
COMO BROS	68579	Newark 9/25/68	\$2.70	250	Ecuador Boxes
T. DEMARCO	68584	11	\$2.40	125	11
JOHN FEDELE	68586	"	\$2.40	175	"
LOMBINO & SONS	68602	1	\$2.70 \$2.40	850 350	11
H. MILEO	68604	i u	\$2.40	380	п
PARK AVENUE BANANA CO.	68606	"	\$2.40	250	i i
FRANK RICIGLIANO	68616	"	\$2.40	250	"
FRANK RUSSO	68617	11 11 11	\$2.40 \$2.40 \$2.40 \$2.40	450 700 700 600	11 11 11 11 11 11 11 11 11 11 11 11 11

		PRICE	UNITS	TYPE
69933	Newark 10/9/68	\$1.80 \$1.80	250 200	Ecuador Boxes
67952	-	****	400	-
69937	11	\$1.50	783	"
69939	11	\$2.90	300	"
69944	"	\$2.50	100	
69959	11	\$2.10, \$2.90 17 \$2.00	750 350 300	
69971	11	\$1.50 \$1.50	950 750	" "
69975	11	\$1.20	200	
		, as 11.00 App.		422a
Visit of the first than the first the first t	69933 '' 69937 69939 69944 69959 '' '' 11 69971 ''	INVOICE NO. DATE AND PLACE Newark 10/9/68 '' 69937 69939 '' 69944 '' 69959 '' '' '' 11 69971 '' '' '' '' '' '' '' '' ''	INVOICE NO. DATE AND PRICE Newark 10/9/68 \$1.80 \$1.80	INVOICE NO. DATE AND PRICE UNITS Newark 1079/68 \$1.80 250 200 \$1.80 200 \$1.80 200 \$1.80 \$2.90 \$1.80 \$

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
P. ALPINO	70573	Newark 10/16/68	\$1.60	450	Ecuador Boxes
AMERICAN BANANA CO.	70574	11	\$1.70	700	"
BANANA DIST. OF N.Y.	70579	11	\$1.30	800	11
COMO BROS	70583	"	\$2.20	300	0
T. DEMARCO	70588	"	\$1.70	100	"
J. ESPOSITO	70590	" "	\$1.70 \$1.40	200	" "
FEDERICO BROS.	70592	11	\$1.60	200	
D'LOI & SON	70607	"	\$1.70	300	"
LOMBINO & SONS	70608	" "	\$2.20 \$1.80	950 350	"
H. MILEO	70611	" "	\$1.60 \$1.30	200 200	"
PARK AVE. BANANA	70612	11	\$1.30	225	"
FRANK RICIGLIANO	70622	11	\$1.70	225	"
FRANK RUSSO	70623	"	\$1.20 \$1.20 \$1.70	600 600 800	423a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
STRIKS & SCHWARTZ	70627	Newark 10/16/68	\$1.30 \$1.30	650 350	Ecuador Boxes
BEN YELLIN DAVE ZIEDMAN	70636	11	\$1.70 \$1.60	125 200	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
P. ALPINO	71373	Newark 10/23/68	\$2.00 \$2.00	375 75	Ecuador Boxes
COMO BROS	71379		\$2.70	300	l n
T. DEMARCO	71384	" .	\$2.30	100	"
J. ESPOSITO & SONS	71386	"	\$2.00	300	i ii
FEDERICO BROS.	71388	"	\$2.30	150	"
LOMBINO & SONS	71403	"	\$2.70	900	п
H. MILEO	71405	"	\$2.30	150	, "
FRANK RICIGLIANO	71416	"	\$2.30	225	11
FRANK RUSSO	71418	" .	\$2.00	756	n n
					425

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
	j.	Newark		· .	
P. ALPINO	72370	10/30/68	\$2.00	200	Ecuador Boxes
BANANA DIST. OF N.Y.	72373	1 "	\$1.20	300	"
COMO BROS.	72129	" "	\$2.60	300	"
T. DEMARCO	72132	"	\$2.20	100	"
FEDERICO BROS.	72377	"	\$1.20	150	"
LOMBINO & SONS	72142	"	\$2.40	350	11
	11	"	\$2.60	300	11
			\$2.60	350	"
H. MILEO	72144		\$2.20	200	11
FRANK RICIGLIANO	72386	ıı .	\$1.80	200	
FRANK RUSSO	72152	"	\$2.20	750	11
	72387	, 11	\$1.80	400	11
	11		\$1.20	670	**
	11	11	\$1.20	700	. "
STRIKS & SCHWARTZ	72155		\$1.80	150	11
	72391	. 1	\$1.20	30 0	"
	11	"	\$1.20	300	11
DAVE ZIEDMAN	72162	'1	\$2.20	200	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
BANANA DIST. OF N.Y.	72566	Newark 11/6/68	\$1.80	800	Ecuador Boxes
COMO BROS.	72570	11	\$2.20	300	11
T. DEMARCO	72575	11	\$1.80	100	11
LOMBINO & SONS	72595	11 11 11	\$2.20 \$2.20 \$2.20 \$2.20	200 300 350 350	11 11
H. MILEO	72597	11	\$1.80	400	"
PARK AVE. BANANA CO.	72598	п	\$1.80	150	11
FRANK RUSSO	72611	" "	\$1.80 \$1.80 \$1.80	648 300 350	11
BEN YELLIN	72628	i n	\$1.80	125	"
DAVE ZIEDMAN	72629	i ii	\$1.80	225	11
\$		To the Control of the			
					427a

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	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	' UNIT	TYPE .
	COMO BROS.	73465	Newark 11/14/68	\$2.50	300	Ecuador Boxes
	P. ALPINO	73457	11	\$2.10	550	11
	BANANA DIST. OF N.Y.	73461	11	\$1.60	800	"
	T. DEMARCO	73470	,,	\$2.10	100	"
	M. HANDLER	73476	11	\$2.10	150	11
•	LOMBINO & SONS	73485	"	\$2.50 \$2.00	350 300	11 -11
		"	1 "	\$2.00 \$2.50	300 250	" "
	H. MILEO	73487	n -	\$2.10	200	11
	PARK AVE. BANANA CO.	73488	"	\$1.80	150	"
	FRANK RICIGLIANO	73498	"	\$2.10	225	"
	FRANK RUSSO	73500	11	\$2.10 \$2.20	1,000	"
	BEN YELLIN	73513	"	\$2.10	125	"
	DAVE ZIEDMAN	73514	"	\$2.10	175	11
						428a
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8	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
-	BANANA DIST. OF N.Y.	73962	Newark 11/20/68	\$1.50	800	Ecuador Boxes
	COMO BROS	73966	11	\$2.60	300	"
	LOMBINO & SONS	73990	" "	\$2.20 \$2.60 \$2.40	350 350 300	"
	H. MILEO	73992	"	\$2.20 \$1.80	200 400	" "
	PARK AVE. BANANA	73993	. 11	\$1.20	230	- 11
	FRANK RICIGLIANO	74003	, , ,	\$2.20	225	"
	FRANK RUSSO	74006	11	\$2.20 \$1.80	375 525	"
	BEN YELLIN	74022	11	\$2.20	125	11
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
P. ALPINO	75259	Newark 12/4/68	\$2.20	175	Imperial GM
COMO BROS.	75267	11	\$2.60	300	"
LOMBINO & SONS	75293	11 11	\$2.60 \$2.10 \$2.40	350 350 350	" "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
LOMBINO & SON	75293	Newark 12/4/68	\$1.70	200	Tropipac
FRANK RUSSO	75310	11 11 11 11 11 11 11 11 11 11 11 11 11	\$2.20 \$1.50 \$1.70 \$1.70	850 650 350 350 300	
				- Personal Company	431a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNIT	TYPE
COMO BROS.	75823	Newark 12/11/68	\$2.60	300	Imperial GM
LOMBINO & SONS	75845	"	\$2.60 \$2.60 \$2.40	350 500 350	11
FRANK RICIGLIANO	75858		\$2.40	200	

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1	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	D'Loi	81162	NY 2/17/69	\$2.40	600	Costa Rica Cabanas
		"	"	\$2.00	600	"
		11	"	\$2.80	750	"
		"	"	\$2.80	750	"
		"	"	\$2.00	750	"
		"	"	\$2.20	850	"
		"	"	\$2.40	200	. "
		"	"	\$2.40	550	"
		11	"	\$2.40	U00	"
		"	"	\$2.00	350	"
	Lombino & Sons	81163	11	\$2.40	300	"
	201121110	11	"	\$3.00	350	" -
	Park Avenue Banana	81170	11	\$2.40	350	"
		"	"	\$1.80	300	"
	Frank Russo	81178	"	\$2.40	400	"
		"	"	\$2.40	700	"
		"	"	\$2.40	750	"
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CUSTOMER NAME	INVOICE NO.	DATE AND	PRICE	UNITS	TYPE
Lombino & Sons	82555	NY 3/4/69	\$2.70 \$2.70	300 300	Costa Rica Cabanas
D¹Loi	82554 82554 82554	" "	\$2.30 \$2.70 \$2.70	250 600 800	" "
	82554 82554 82554 82554	" "	\$2.70 \$2.70 \$2.30 \$2.70	750 850 850	" " "
	82554	"	\$2.30	850 300	"
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	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
=	Banana Distributors of New York	83512	Newark 3/12/69	\$2.20	1,600	Imperial GM
	Como Bros.	83514	11	\$2.50	275	· · ·
	Federico Bros.	83522		\$2.20	150	· · · · · ·
	Park Avenue Banana Co.	83534	ı,	\$2.20	200	n
	Frank Russo	83543 83543	" "	\$2.00 \$2.00	350 300	"
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CUSTOMER NAME	INVOIDE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
T De Marco	83519	Newark 3/12/69	\$2.50	100	Tropipac
H. Mileo	83533	11	\$2.00	300	"
Frank Russo	83543 83543 83543	" "	\$1.80 \$2.00 \$1.80	350 500 535	" " " " " " " " " " " " " " " " " " " "
Striks and Schwartz	83546	11	\$2.00	600	"
Park Avenue Banana Co.	83534	11	\$1.80	200	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributorsof New York	84150 84150	Newark 3/21/69	\$2.00	756 783	Imperial GM
D'Loi & Son	84173	n	\$1.80	300	"
Lombino & Sons	84174	11	\$2.40	700	11
Park Avenue Banana Co.	84177	11	\$2.00	200	11
Frank Russo	84186 84186	" "	\$2.00 \$2.00	756 850	11
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			a Charles and the second		Carles or Carles or Lands
		T. CALL CALL CALL CALL CALL CALL CALL CAL	No. of the Contract of the Con	***	
	of the state of th	e de la companya de l			437a

CUSTOMER NAME	INVOICE .NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	84156	Newark 3/21/69	\$2.60	100	Tropipac
T. DeMarco	64150	Newark 0/21/03	42.00		
H. Mileo	84176	"	\$2.00	300	"
Park Avenue Banana Co.	84177	- "	\$1.80	200	"
Frank Russo	84186	· · · · · · · · · · · · · · · · · · ·	\$1.80	375	"
Frank Russo	84186		\$1.80 \$1.00	375 49	" "
	84186				
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	84676	Newark 3/26/69	\$2.20	800	Imperial (
Handler	84688	"	\$2.30	200	"
Lombino & Son	84696 84696	" "	\$2.40 \$2.40	700 300	"
Frank Russo	84708 84708	"	\$1.80 \$2.40	800 756	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
T. DeMarco	84682	Newark 3/26/69	\$2.50	100	Equador Cabanas
Federico Eros.	84694	· ·	\$2.20	200	"
H. Mileo	84698	"	\$2.00	275	"
Park Avenue Banana Co.	84699	"	\$1.80	200	"
Frank Russo	84708 84708	" "	\$1.60 \$1.80	756	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Como Bros. Lombino & Sons	85230 85250 85250	Newark 4/2/69 " "	\$2.60 \$2.40 \$2.40	300 700 350	Imperial GM " "
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			early of the control		1144
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CUSTOMER NAME	INVOICE	DATE AND PLACE	PRICE	UNITS	TYPE
T. DeMarco Lombino & Sons Frank Russo	85233 85250 85263	Newark 4/2/69 "	\$2.40 \$1.80 \$2.00	100 350 750	Tropipac " "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	85903 85903	Newark 4/9/69	\$2.60 \$2.60	800 800	Imperial GM
Como Bros.	85905	11	\$2.90	300	"
Lombino	85926 85926	"	\$2.60 \$2.90	700 350	11
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CUSTOMER NAME	INVOICE	DATE AND PLACE	PRICE	UNITS	TYPE
	. NO.	FLACE	TRICE		
Como Bros.	86864	Newark 4/16/69	\$3,10	300	Imperial GM
Lombino & Sons	8€ 385	11	\$2.90	700	"
Lorribatio & Solid	86885	"	\$2.90	350	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
T. De Marco	86867	Newark 4/16/69	\$2.80	100	Tropipac
Federico Bros.	86872	11	\$2.60	250	" .
N. Mileo	86887	"	\$2.60	300	"
Park Avenue Banana Co.	86888	"	\$2.40	250	11
Frank Russo .	86896	11	\$2.40	450	11
	86896 86896	"	\$2.60 \$2.60	700 300	" "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	87697	Newark 4/23/69	\$2.90	7.56	Imperial GM
Como Bros.	87701	11	\$3.20	325	"
M. Lombino & Surs	87720 87720	" "	\$3.20 \$3.20	650 350	11
Frank Russo	87731	"	\$3.10	562	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York T. DeMarco Frank Russo	88269 88274 88300 88300	Newark 4/30/69 " " "	\$2.90 \$3.20 \$2.80 \$2.80	100 536 200	Tropipac " " "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Como Bros.	88272	Newark 4/30/69	\$3.40	325	Imperial
J. Esposito	88277	"	\$2.50	350	"
Lombino	88289 88289	" "	\$3.30 \$3.30	700 350	11
Frank Russo	88300	"	\$3.10	700	
					•
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Como Bros. Lombino & Sons	89103 89122 89122	Newark 5/8/69	\$3.40 \$3.20 \$3.20	300 750 350	Imperial GM
Frank Russo	89133	11	\$2.80	240	"
					*
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CUSTOMER NAME	INVOICE	DATE AND	PRICE	UNITS	TYPE
T. DeMarco	89105	Newark 5/8/69	\$3.10	100	Tropipac
Federico	89110	"	\$3.00	150	"
Frank Russo	89133 89133	" "	\$2.60 \$2.60	300 500	"
			T Company		
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CUSTOMER NAME	INVOICE	DATE AND			
	· NO.	PLACE	PRICE	UNITS	TYPE
Como Bros.	89741	Newark 5/15/69	\$3.20	300	Imperial GM
Lombino & Sons	89758	"	\$2.80	650	
			\$2.80	502	"
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	Wilder Committee				451a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Como Bros.	90639	Newark 5/21/69	\$2.80	300	Imperial GM
Lombino & Sons	90657 90657	" "	\$2.40 \$2.40	750 350	" "
Frank Russo	90670	"	\$2.40	800	. "
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/OICE NO. 151 167 167 181 183	DATE AN PLACE Newark 5/	/28/69	\$2.80 \$2.20 \$2.20 \$2.80 \$2.80	300 600 300 125 100		erial GM
467 467 481	" "		\$2.20 \$2.20 \$2.80	600 300 125	Impe	" "
167 181	"		\$2.20	125		"
				1		"
483	"		\$2.80	100		
						+
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Como Bros.	92011	Newark 6/4/69	\$2.60	300	Imperial GM
Lombino & Sons	92027	"	\$2.00	300	. "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
T. DeMarco	92014	Newark 6/4/69	\$2.40	100	Tropipac
Dave Ziedman	92049	11	\$2.30	25	"
				And the second s	
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CUSTOMER NAME INVOICE DATE AND NO. PLACE PRICE UNITS T. DeMarco 93478 Newark 6/18/69 \$2.80 100 T	TYPE Tropipac
NO. PLACE PRICE UNITS	
NO. PLACE PRICE UNITS	
J. Esposito 93480 " \$2.50 13	"
	45
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CUSTOMER NAME	INVOICE	DATE AND			
	NO.	PLACE	PRICE	UNITS	TYPE
Demarlo	94709	NY 6/30/69	\$2.40	100	C R Blues
D'Loi	94720		\$2.00	600	"

3.	Customers Name	Invoice No.	Shipment	Price	Units	Type
1785	Como Bros.	96099	7/10/69	\$3.00	275	
1785 3026 2069	Lombino & Sons	96118	Artlenburg		600	Honduras Cabanas
2569	J. Fedele	96103	New York			•
2208	American Banana Co., Inc.	96090			90 .	•
:513				\$2.80	700 300 300 300	" " " "
513	J. Esposito	96102		" p/b/p " p/b/p " p/b/p	900 250 250	" "
715	Frederico Bros.	96104				
91	Pank Ave. Ban.	96127		" p/b/p " p/b/p		
29	F. Russo	96137		" p/b/p " p/b/p	300	и и
5	Striks & Schwartz	96139	7/10/69 \$3	00 = 0- (-		
	Ban. Dist. N. Y.	96094			900 , Ho	onduras Cabanas
715	D. Loi & Sons	96117	\$3. ** \$2.	.00	700	

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons Frank Russo	96713 96726	Newark 7/16/69	\$2.20	568	Equador Prem
					45
					4598

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****	Customer	s Name	Invoice No.	Shipment	Price	Units	<u>T</u>	ype
4715	Como Bros.		96775	7/17/69	\$3.40 p/b/p	250	Honduras	Cabanas
\$21) \$21)	p. Loi & Sons		96786	7/17/69 Banador New York	\$2.60	350 673 450 450		
159	Ban. Dist. N.	у.	96771		\$3.40 \$2.60	400 400		

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INVOICE	DATE AND			
NO.	FLACE	PRICE	UNITS	TYPE
98686	N:ewark 8/6/69	\$2.60	700	Imperial GA
98697	"	\$2.40	350	"
	98686	98686 Newark 8/6/69	98686 Newark 8/6/69 \$2.60	98686 Newark 8/6/69 \$2.60 700

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Maria Maria	1	rich de la constant d	1	1	
	INVOICE	DATE AND		•	
CUSTOMER NAME	NO.	PLACE	PRICE	UNITS	TYPE
M. Lombino & Sons	3870	Newark 10/1/69	\$2.60	600	Imperial GM
Striks & Schwartz	3880	11	\$2.00	200	11
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CUSTOMER NAME	INVOICE	DATE AND PLACE	PRICE	UNITS	TYPE
	NO.	FLACE	FRIOL	ONTO	
M. Lombino & Sons		Newark 10/8/69	\$2.00	400	Imperial GM
	4853	11	\$2.60	400	
Frank Russo	4860 4860	11	\$1.60 \$1.80	430 90	17
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	5125 5125	Newark 10/15/69	\$2.40 \$2.60	350 350	Imperial GM
Frank Russo	5134	n	\$2.00	750	11
					464a

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CUSTOMER NAME	INVOICE	DATE AND			
	. NO.	PLACE	PRICE	UNITS	TYPE
	7540	Newark 11/5/69	\$2.60	200	Imperial GM
M. Handler	7548				"
Lombino & Sons	7554 7554	11 11	\$2.40 \$2.60	400	11
			8004 spins		
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE ==
	110.				
American Banana Co.	8233	Newark 11/12/69	\$2.80	800	Equador Cabanas
Banana Distributors of New York	8237	11	\$2.40	500	"
Ballala Bist sators of How You	8237	11	\$2.60	792	"
	8237	"	\$3.40	300	"
	2222		\$2.60	500	"
J. Esposito	8239 8239	"	\$2.60	300	"
	6239				
711 of 8 Son	8247	11 .	\$2.40	620	11
D'Loi & Son	8247	"	\$2.60	500	" ,
	8247	"	\$2.60	500	11
	8247	11	\$2.60	500	"
	8247	"	\$2.60	500	11
					4
Ni. Lombino & Sons	8248	11	\$3.00	750	11
				1	11
Fark Avenue Banana Co.	8249	11	\$2.80	200	9
		"	\$2.80	200	11
Frank Russo	8256	"	\$2.80	225	55
	8256	"	\$2.80	375	11
	8256		\$2.00	1 0,0	
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,	INVOICE	DATE AND			TYPE
CLICTOMED NIAME	NO.	PLACE	PRICE	UNITS	TYPE
CUSTOMER NAME	. 10.				
				000	Equador Cabanas
Banana Distributors of New York	9011	Newark 11/19/69	\$2.60	800	Equacor Casa. 22
Dariaria Distributor 3 of 11011	9011	. "	\$2.60	800	
				200	"
J. Esposito	9012	"	\$2.60	800	"
J. Esposito	9012	: "	\$2.60	800	
					"
D'Loi	9022	"	\$2.60	500	"
D'Loi	9022	"	\$2.60	500	"
	9022	11	\$2.60	500	11
	9022	! "	\$2.60	500	"
	9022	ıı '	\$2.60	500	1
	9022				11
	9023		\$2.80	600	"
A1. Lombino	9020				
	9026	11	\$2.20	300	"
Park Avenue Banana Co.	9020			1	
	0000	"	\$2.60	700	"
Frank Russo	9033			1	
	0007		\$2.60	350	"
Striks and Schwartz	9037				
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CUSTOMER NAME	INVOICE	DATE AND			7.05
	NO.	PLACE	PRICE	UNITS	TYPE
Di si 9 Sono	10065	Newark 11/26/69	\$2.40	500	Equador Cabanas
D'Loi & Sons	10065	"	\$2.40	500	"
	10065	"	\$2,60	800	"
	10065	"	\$2.60	500	"
	10065	"	\$2.60	500	"
	10065	"	\$2.60	950	"
		"	\$2.60	800	"
M. Lombino & Sons	10066		\$2.00	500	
Park Avenue Banana Co.	10071	"	\$2.20	237	"
Park Avenue Banaria Co.	10071	l n	\$2.60	300	II .
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CUSTOMER NAME	INVOICE	DATE AND			
COSTONEIVINA	, NO.	PLACE	PRICE	UNITS	TYPE
D'Loi	10547	Newark 12/3/69	\$2.60	350	Equador Cabana
Lombino & Sons	10548	11	\$3.00	700	, 11
Park Avenue Banana Co.	10553	"	\$2.60	600	"
			and the second s		
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CUSTOMER NAUVIE	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi	11903 11903 11903 11903 11903	Newark 12/17/69 " " " " "	\$2.60 \$2.60 \$3.00 \$3.00 \$3.00 \$3.00	500 500 500 500 500 500	Equador Cabanas "" "" "" ""
Lombino & Sons	11904 11904 11904 11904		\$2.60 \$2.60 \$3.00 \$3.00	150 400 150 400	
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CUSTOMER NAME	INVOICE	DATE AND			
COSTOMER NAME	NO.	PLACE	PRICE	UNITS	TYPE
				1	1
Description of New York	12672	Newark 12/30/69	\$2.20	800	Equador Cabanas
Banana Distributors of New York	12072	Newark 12/00/09	φ2.20		Equado: Gasarias
D'Loi	12686	11	\$2.20	300	li li
	12686	11	\$2.20	850	"
Lambina	12687	11	\$2.60	400	"
Lombino	12007		42.00		
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE -	UNITS	TYPE
Banana Distributors of New York	13346 13346	Newark 1/2/70	\$2.00 \$2.70	800 800	Equador Cabanas
J. Esposito & Sons	13352 13352 13352	11	\$2.40 \$2.40 \$.25	250 250 590	" "
D'Loi & Son, Inc.	13362 13362 13362 13362 13362	" " "	\$1.70 \$1.70 \$2.00 \$2.70 \$2.70	750 750 500 700 800	" " " "
Lombino & Sons	13363	"	\$2.70	375	"
Park Avenue Banana Co.	13367	"	\$2.00	350	"
Striks & Schwartz, Inc.	13373 13373	"	\$2.20 \$2.70	250 600	11
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	13865 13865	Newark 1/8/70	\$2.60 \$3.30	500 500	Equador Cabanas
Lombino & Sons	13866	"	\$3.00	600	"
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Customers No.	Customers Name	Invoice No.	Shipment	Price t		Type
PX. 1785 missing 0208 shipment 0208	Como Bros. American Banana Co., Inc.	14024 14005	1/9/70 New York Aldenburg	\$2.40	150 500 800	Costa Rica Cabanas
saignent				\$3.30	700 300 400	
0589	Ban. Dist. N. Y.	14018		\$2.60	800 400	
0767	A. Battista	14019		\$2.30	150 150	
2513	J. Esposito	14028		\$2.30 \$2.60 " \$3.30	500 700 800 300	" "
5013	D. Loi & Sons	14040		\$2.20	500 500 500 500	" " "
6191	Park Ave. Ban.	14049	1/9/70	\$2.40 \$2.80	250 100	Costa Rica Cabanas
6929	F. Russo	14056		\$2.40	263	
7735	Striks & Schwartz	14060		\$2.80 \$3.30	100	

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dustomers	Customers Name	Invoice No.	Shipment	Price	Units	Type.
			1/15/70	\$3.30	400	Honduras Cabana
** PX. 5026	Lombino & Sons	14574	New York	"	600	"
issing shippert 0208	American Banana Co.	14536	Polarster	n "	500	"
2513	J. Esposito	14550		n	300	
		14559		" .	190	
2669	J. Fedele	14560		11	200	
2715	Frederico Bros.	14573		11	900	
5013	D Loi & Sons			. "	800	
	Park Ave. Ban.	14582			200 500	
5191	F. Russo	14590		\$3.10	300	
5929 7735	Striks & Schwartz	14594		\$3.30	500	
1133						

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	15346 15346	Newark 1/22/70	\$3.00 \$2.80	800 800	Equador Cabanas
Lombino & Sons	15361	"	\$3.00	700	ıı ı
Mileo	15364	"	\$2.40	70	"
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Customers	Customers Name	Invoice No.	Shipment	Price	Units	Type
* PX. 1785 missing shipment 0589	Como Bros. Ban. Dist. N. Y.	15521 15515	1/26/70 New York Augustenburg	\$3.00	150	Honduras Cabana Cluster
6191	Park Ave. Ban.	15539		\$3.00	150	и

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana Co.	15975	Newark 1/29/70	\$3.00	500	Equador Cabanas
Banana Distributors of New York	15982	"	\$3.00	800	"
D'Loi	15995	"	\$3.00	500	"
Lombino & Sons	15996 15996	"	\$3.00 \$3.40	375 375	n n
Striks & Schwartz, Inc.	16008	"	\$3.00	800	"

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	15996	Newark 1/29/70	\$2.60	350	Equador Flavor Pack
Frank Russo .	16006		\$2.40	300	"
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	CUSTOMER NAME		INVOICE	DATE AND	DD10-		
-3		-	. NO.	PLACE	PRICE	UNITS	TYPE
	American Banana Co.		16808	Newark 2/6/70	\$2.80	800	Equador Cabanas
	Banana Distributors of New York		16816	11	\$2.80	150	"
	Dai ka ka Diot isang ka		16816	fr 3	\$2.80	800	ll ll
	Owner Phon		16820	"	\$3.60	125	. "
	Como Bros.						
	J. Esposito & Sons		16821 16821	"	\$2.80	200 700	" "
			16821	"	\$2.80	800	"
	M. Lombino & Sons		16830 16830	11	\$3.00	325 325	" "
			10000		. \$3.00	020	
	Striks Gachwartz		16843	"	\$2.80	250	" "
			16843	11	\$3.60	250	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana Co.	16808	Newark 2/6/70	\$2.40	600	Equador Flavor Pack
Banana Distributors of New York	16816	"	\$2.40	200	п
Esposito & Sons	16821	"	\$2.40	100	
Al. Lombino & Sons	16830	"	\$2.60	350	n n
H. Mileo	16832	. "	\$2.40	200	n n
Fark Avenue Banana Co.	16835	"	\$2.40	300	"

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	tomers	Customers Name	Invoice No.	Shipment	Price	Units	Туре
** 7%.	1785	Como Bros.	17372	2/12/70 New York	\$3.60	150	Honduras Cabana
missing shipment	0208	American Banana Co., Inc.	17358	Aldenburg	"	300	•
	0589	Ban, Dist. N. Y.	17369		n	350	
	0767	A. Battista	17370		\$3.20 \$3.60	150 150	" "
	2513	J. Esposito	17375		\$5.20	600 600 544	
	5013	D. Loi & Sons	17389		\$3.60	750	. "
	6191	Park Ave. Ban.	17397		\$3.00	300	"

CUSTOMER NAME		INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
J. Esposito & Sons		17184 17184 17184	Newark 2/12/70	\$3.20 \$3.60 \$3.60	200 400 400	Equador Cabanas "
M. Lombino & Sons	€	17193	"	\$3.60	450	n
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRIČE	UNITS	TYPE
J. Esposito & Sons M. Lombino & Sons	17184 17193	Newark 2/12/70	\$3.00	200	Equador Flavor Pack
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
M. Lombino & Sons	18872 18872	Newark 2/26/70	\$3.90 \$3.90	345 350	Equador Cabanas
Striks & Schwartz, Inc.	18883	ıı .	\$3.40	400	п
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CUSTOMER NAME	I	NVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
M. Lombino & Sons Banana Dist.		18872 13860 18860	Newark 2/26/70 " "	\$3.30 \$2.90 \$3.30	300 175 175	Equador Flavor Pack " "
						486a

Custon No.		Customers Name	Invoice No.	Shipment	Price	-	Units	Type
** PX.	1785	Como Bros.	19216	3/2/70 New York	\$3.90	p/b	150	CR Cabanas
shipment	6191	Park Ave. Ban.	19237	Polarster	1 11	p/b	150	
	2715	Frederico Bros.	19219		"	p/b	150	n
	6929	F. Russo	19249		"	p/b	200	. "
	5013	D. Loi & Sons	19227		т, .	p/b	800	
	7735	Striks & Schwartz	19252		\$3.70 \$3.90		100	: /
	2513	J. Esposito	19218		п	p/b	300	
	0208	American Banana Co., Inc.	19197		'"	p/b	300	- i'
	2513	J. Esposito	19218		n,	p/b	500	"
	5013	D. Loi & Sons	19227		\$3.40 \$3.90		900	:

Custom No.			Customers Name	No. Si	hipment	Price '	<u>Ur</u>	nits	Type	
	1785	1	Como Bros.	19717	3/5/70	\$4.00	I/b	150	Honduras Cabanas	
missing shipment	6191		Park Ave. Ban.	19736	New York CR Maru	n	p/b	100		
	0208		American Banana Co., Inc.	19701		"	F/F	300		
	0589		Ban. Dist. N. Y.	19712			p/b	792	Б	
•	2513		2. Esposito	19719		" "	p/b p/b p/b p/b	600 600 500 300	" "	
	0208		American Banana Co., Inc.	19701		\$3.60		300		
	5013		D. Loi & Sons	19730		\$4.00		700 450 450 900		

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi Lombino & Sons	19605 19606	Newark 3/5/70	\$3.40 \$4.00	300 700	Equador Cabanas
					34
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CUSTOME? NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
J. Esposito	20353 20353	Newark 3/12/70	\$3.60 \$3.60	600 300	Equador Cabanas
Park Ave. Banana	20364	"	\$3.40	136	11
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRIDE	UNITS	TYPE
Park Ave. Banana	20364	Newark 3/12/70	\$3.40	300	Equador Flavor Pack
Lombino & Sons	20362	11	\$3.60	350	"

	+	Invoice	1					•
Customers No.	Customers Name	No.		Price	Un:	its	Тур	<u>e</u>
* PX. 1785 Lissing shipment 2513	Como Bros. J. Esposito	21136 21140	3/19/70 Newark Augustenburg	\$3.60	p/b/p p/b/p p/b/p	500	Honduras	Cabanas
0589	Ban. Di t. N. Y.	21130		"	p/b/p	792		"
2513	J. Esposito	21140	*	"	p/b/p p/b/p	600		"
5013	D. Loi & Sons	21153			p/b/p p/b/p p/b/p p/b/p	900 900 900 800	•	" " " " " " " " " " " " " " " " " " " "
6191	Park Ave. Ban.	21161		\$3.00 \$3.60	p/b/p	200 144		" "
7735	Striks & Schwartz	21175		"	p/b/p	600		"
5013	D. Loi & Sons	21153		" "	p/b/p p/b/p p/b/p	900 800 795		" "
0208	American Banana Co., Inc.	. 21116		"	p/b/p	300		
0589	Ban. Dist. N. Y.	21130		"	p/b/p	800		,
6929	F. Russo	21172				300	/	

Custom.		Customers Name	Invoice No.	Shipment	Price	Units	Type
** PX. missing shigment	1785	Como Bros.	21872	3/26/70 New York	\$4.00	150	Honduras Cabana Cluster
5-14-15-15	3013	D. Loi & Sons	21887	CR Maru	\$2.60 \$3.00	879 500 500	"
	6929	F. Russo	21901	15	\$3.60	500	n

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	22122	Newark 3/26/70	\$3.60	300	Equador Cabanas
Banana Distributors of New York	22128	"	\$3.60	756	"
J. Esposito	22132	"	\$3.60	500	"
Lombino & Sons	22141	"	\$4.00	600	"
Striks & Schwartz	22152 22152	" "	\$3.60 \$4.00	100	"

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPF
Lombino & Sons	22141	Newark 3/26/70		200	Equador Flavor Pack
Park Ave. Banana	22144	"	\$3.00	150	"
					495a

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Customers No.	Customers Name	Invoice No. Ship	ment Pric	<u>e</u> <u>U</u>	nits	Туре	1
** PX, 1785	Como Bros.	Ne	w York	60 p/b/p	150 600	Honduras C	abanas
2715	J. Esposito Frederico Bros.	22697 Ar	gelburg	00 p/b/p	75 75		n
5013	D. Loi & Sons	22706	. "		200		" "
7735	Striks & Schwartz	22718	\$2. \$3.		400		" .
2513	J. Esposito	22689			800		
0539 5013	Ban. Dist. N. Y. D. Loi & Sons	22706	\$2	.20	800 233 718		" "

Customer No.	s c	Customers Name	Invoice No.	Shipment	Price	Units	Туре
			22691	4/2/70	260	50	Honduras Blues
** PX. 17	85 C	omo Bros.		New York	\$2.00	350	
Liment 05	89 B	an. Dist. N. Y.	22689	Angelburg			
61	L91 . F	Park Ave. Ban.	22712	Miderpara	" .	300 200	n
25	513	J. Esposito	22696	•	\$2.20	150	"
		P. Alpino	22679		\$2.00	350	
6	929	Russo	22716		\$1.80	600	
		A. Curatola	22694		\$2.60	500	.,
. 6	191	Park Ave. Ban.	22712	4/2/70	\$2.00	300	Honduras Blues
	929	F. Russo	22716		\$2,40	200	
0	823	Begelman & Franco	22690		\$2.60	100	"
	5638	H. Mileo	22708		\$2.00	400	
	5013	D. Loi & Sons	22706		\$1.80	500	
	6191	Park Ave. Ban.	22712		\$1.60	300	
	0208	American Banana Co., Inc	. 22680		\$1.80	500	n
	6191	Park Ave. Ban.	22712	2	\$1.60	280	
	5013	D. Loi & Sons	22706	5	\$7.40	462	

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	22521 22521	Newark 4/2/70	\$2.80 \$4.00	500 300	Equador Cabanas
Banana Distributors of New York	22530 22530	" "	\$3.00 \$4.00	400 400	"
D'Loi	22544 22544	"	\$3.00	800 600	"
Lombino & Sons	22545 22545	"	\$3.00	300	" ,
Park Avenue Banana	22548	"	\$3.20	250	, n
			Market Control of the	And the second of the second o	
					498a
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	22545 22545	Newark 4/2/70	\$2.00 \$3.00	150 150	Equador Flavor Pack
Park Avenue Banana	22548	"	\$2.40	200	"

			1	1	100
	INVOICE	DATE AND		*	
CUSTOMER NAME	NO.	PLACE	PRICE	UNITS	TYPE
American Banana	23290	Newark 4/9/70	\$2.70	700	Equador Cabanas
	23290	"	\$3.80	300	
Banana Distributors of New York	23296	"	\$2.40	800	, "
Barlaria Distributors of New York	23296	"	\$2.80	400	
	23296	"	\$3.80	400	. "
				ì	
J. Esposito & Sons	23300	"	\$3.00	300	"
	23300	"	\$3.00	600	"
	23300	" "	\$3.00	300	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	23300	ıı ıı	\$3.80	300	
D'Loi	23307	. "	\$2.40	350	. "
D Eoi	23307	. "	\$2.40	900	" _
	23307		\$2.40	900	"
	23307	. "	\$3.80	801	"
					"
Lombino & Sons	23308	"	\$2.80	300	"
	23308	"	\$3.80	300	
Striks & Schwartz	23317	"	\$3.80	250	"
Sti Ins a Scriwar tz	23317	"	\$2.60	250	"
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CUSTOMER NAME	INVOICE	DATE AND			
	NO.	PLACE	PRICE	UNITS	TYPE
Lombino & Sons	23308	Newark 4/9/70	\$2.00	300	Equador Flavor Pa
Ben Yellin	23324	"	\$2,60	100	"
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Custon No.		Customers Name	No. Sh	ipment	Price	Units	Тур	<u>e</u>
								1 10
** PX.	1785	Como Bros.	23682	4/10/70	\$3.40	150	Honduras	Cabanas
issing shipment	0589	Ban. Dist. N. Y.	23677	New York Aldenburg	\$2.20	800	. ;	•
	7735	Striks & Schwartz	23722		\$2.60	300		".
	5013	D. Loi & Sons	23701		\$2.40	750 750		
	0767	A. Battista	23778		\$2.40 \$3.80	291		:

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	24210 24210	Newark 4/16/70	\$2.00	200 150	Equador Flavor Pack
D'Loi ·	24222 24222		\$2.00 \$2.60	200 100	" "
Lombino & Sons	24223	"	\$2.60	300	
	i				

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	25006 25006	Newark 4/23/70	\$3.20 \$3.80	700 300	Equador Cabanas
D'Loi	25026 25026	" "	\$3.20 \$3.20 \$3.80	800 900 800	" "
Lombino	25027 25027	" "	\$3.20 \$3.80	350 350	" "
Park Avenue Banana	25032	"	\$3.20	250	n

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi	25734	Newark 4/30/70	\$3.40	350	Equador Cabanas
	25734	"	\$3.40	750	11
	25734	11	\$3.80	600	'1
	25734	. "	\$3.80	600	11
Lombino	25735	"	\$3.40	300	11
	25735		\$3.80	700	11
Park Avenue Banana	25741	"	\$3.40	250	11
Ben Yellin	25756	ıı .	\$3.40	100	11
Dave Ziedman	25757	11	\$3.40	100	11

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	26573 26573 26573 26573 26573 26573	Newark 5/7/70 " " " " " "	\$3.40 \$3.40 \$3.40 \$3.40 \$3.80 \$3.80	300 550 600 600 850 850	Equador Cabanas " " " " "
Lombino & Sons	26574 26574	"	\$3.40 \$3.80	300 700	"
					506a

CUSTOMER NAME.	INVOICE	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	28093 28093	Newark 5/21/70	\$3.40 \$3.40	350 800	Equador Cabanas
Lombino	28108	n	\$3.60	700	"
Striks & Schwartz	28121	. "	\$3.40	500	"

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Customers Name	Invoice							
eds comers wante		hipment	Price		Units	Ty	oe .	
Como Pro-								
	28912	5/28/70	\$3.60) p/b	125	Honduras	Cabana	
J. Esposito	28914	New York	н					Cluster
American Banana Co., Inc.	29902	Aldenburg	ī	P/D	150		".	
			"	p/b	450		н .	-
	28914		"	p/b	600			
D. Loi & Sons	28922		"					
Striks & Schwartz	28934				750		"	
			"	p/b	200		tr .	
	28922		\$3.40		800		"	
Park Ave. Ban.	28927		\$3.60	- /h		.0		
Frederico Bros.	28915			P/D	100		n	
			"	p/b	150			
A. Battista	28909		\$2.80		275			
	American Banana Co., Inc. J. Esposito D. Loi & Sons Striks & Schwartz D. Loi & Sons	Customers Name No. Similar Como Bros. 28912 J. Esposito 28914 American Banana Co., Inc. 28902 J. Esposito 28914 D. Loi & Sons 28922 Striks & Schwartz 28934 D. Loi & Sons 28922 Park Ave. Ban. 28927 Frederico Bros. 28915	Como Bros. J. Esposito American Banana Co., Inc. 28902 J. Esposito D. Loi & Sons Striks & Schwartz Park Ave. Ban. Po. Loi & Sons 28915 No. Shipment 5/28/70 New York Aldenburg 28902 28914 D. Loi & Sons 28922 28934 D. Loi & Sons 28922 Park Ave. Ban. 28927 Frederico Bros. 28915	Customers Name No. Shipment Price Como Bros. 28912 5/28/70 \$3.60 J. Esposito 28914 New York " American Banana Co., Inc. 28902 " J. Esposito 28914 " D. Loi & Sons 28922 " Striks & Schwartz 28934 " D. Loi & Sons 28922 \$3.40 Park Ave. Ban. 28927 \$3.60 Frederico Bros. 28915 " A. Battista 289200 "	Customers Name No. Shipment Price Como Bros. 28912 5/28/70 \$3.60 p/b J. Esposito 28914 New York " p/b American Banana Co., Inc. 28902 " p/b J. Esposito 28914 " p/b D. Loi & Sons 28922 " p/b Striks & Schwartz 28934 " p/b D. Loi & Sons 28922 \$3.40 Park Ave. Ban. 28927 \$3.60 p/b Frederico Bros. 28915 " p/b	Customers Name No. Shipment Price Units Como Bros. 28912 5/28/70 \$3.60 p/b 125 J. Esposito 28914 New York Aldenburg " p/b 150 American Banana Co., Inc. 28902 " p/b 450 J. Esposito 28914 " p/b 600 D. Loi & Sons 28922 " p/b 750 Striks & Schwartz 28934 " p/b 200 D. Loi & Sons 28922 \$3.40 800 Park Ave. Ban. 28927 \$3.60 p/b 100 Frederico Bros. 28915 " p/b 150 A. Battista 28909 " p/b 150	Como Bros. 28912 5/28/70 \$3.60 p/b 125 Honduras J. Esposito 28914 New York American Banana Co., Inc. 28902 " p/b 450 J. Esposito 28914 " p/b 600 D. Loi & Sons 28922 " p/b 750 Striks & Schwartz 26934 " p/b 200 D. Loi & Sons 28922 \$3.40 800 Park Ave. Ban. 28927 \$3.60 p/b 100 Frederico Bros. 28915 " p/b 150 A. Battista 28909	No. Shipment Price Units Type

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No.	Customers Name	Invoice No.	Shipment	Price	Units	Type
PX. 1785	Como Bros.	29819	6/4/70	\$3,60	150	Honduras Cabana
ment 0208	American Banana Co., Inc.	29800	New York Augustenbu	\$3.20 rg "	600 600	, "
0589	Ban. Dist. N. Y.	29814		"	. 700 600	" "
0767	A. Battista	29815		\$3.00 \$3.60	275 275	
2513	J. Esposito	29821		\$3.20	250 545	
:. 2715	Product - Pro-			"	545	, "
:. 2715 ing pent 5013	Frederico Bros. D. Loi & Sons	29822 29833	6,'4/70	\$3,60	150	Honduras Cabana
'd		27033		\$3.20 \$3.60 \$3.20	150 700 800 800 800	" "
6191	Park Ave. Ban.	29840		"	50 150	
6929	F. Russo	29847		\$3.60	375	
7735	Striks & Schwartz	29849		\$3.20	200	

Customers No.	Customers Name	Invoice No.	Shipment	Price	``	Units	Type
** PK, 1785	Como Bros.	30645	6/11/70	300	p/b/p	150	Honduras Cabanas
Supment 0208	American Banana Co., Inc.	30632	New York Banagrande	"	p/b/p p/b/p		, ,
2715	Frederico Bros.	30648		п	p/b/p	150	
5013 ·	D. Loi & Sons	30661		"	p/b/p		
7735	Striks & Schwartz	30679		п	p/b/p		
0539	Ban. Dist. N. Y.	30641		\$2.60		800	"
5013	D. Loi & Sons	30661		\$3.00 \$2.60		700 700 900 900 900	
2513	J. Esposito	30647		\$3,00		540	:

Customers No.	Customers Name	Invoice No.		Price	Units	Type
→ FX. 1785	Como Bros.	31268	6/18/70 New York	\$3.40	150	Honduras Cabanas
missing shipment0208	American Banana Co., Inc.	31252	Aldenburg	\$2.60	500 350	, , ,
				\$3.40	350	
2513	J. Esposito	31271	•	\$2.40	350	11
2313	o. Esposico			"	500	n
5012	D. Loi & Sons	31284		11	300	11
5013	D. LOI & Solis	5120.		n	744	11
				"	900	. 19
6191	Park Ave. Ban.	31291		\$3.00	200	10
7735	Striks & Schwartz	31304		u	380	n

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	CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
	Banana Distributors of New York	31550 31550 31550	Newark 6/18/70	\$2.40 \$2.60 \$3.40	800 400 400	Equador Cabana "
	. D'Loi	31560 31560	" "	\$2.60 \$2.60	300 700	n n
	Lombino .	31561	"	\$3.00	800	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lambino D'Loi	32262 32262 32261	Newark 6/26/70	\$2.00 \$3.20 \$2.00	400 400 900	Equador Cabanas "
Dave Ziedrnan	32285	"	\$3.20	75	n
Banana Dist.	32252	"	\$2.00	800	"
Frank Russo	32272	"	\$2.20	375	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	32635	Newark 7/2/70	\$1.60	500	Equador Cabanas
Banana Distributors of New York	32648		\$1.00	800	"
	32648	. "	\$1.60	800	11
	32648	"	\$1.60	800	"
	32648	11	\$2.60	800	"
Esposito & Sons	32651	"	\$1.60	250	"
	32651	· · · · · · · · · · · · · · · · · · ·	\$1.60	250	"
D'Loi & Sons	00004				
2 Lot & 3015	32661	" "	\$1.00	800	"
	32661 32661	" "	\$1.60	250	11
	32661	"	\$ 1.60	900	"
	32661	"	\$1.60	300	"
		"	\$2.60	750	"
Lombino & Sons	32662	ıı ·	\$2.60	800	· "
Park Avenue Banana	32664	"	\$1.60	250	"
Striks & Schwartz	32673	"	# 4 00		
	32673	n n	\$1.00	250 250	"
			\$2.00	250	
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Customers			The Francisco			and the second
_ No.	Customers Name	Invoice No.	Shipment	Price	Units	Type
** PX. 5026 Tissing shipment 0208	Lombino & Sons American Banana Co., Inc.	33907	7/13/70 New York	2::30	350	Costa Rica Cabanas
		33898	Banagrande	"	600 300	, ".
0589	Ban. Dist. N. Y.	33900		\$2.00	800	
0767	A. Battista	33901		\$2.30 \$2.00	300 300	n n
2513	J. Esposito	33904	7/13/70	\$2,30	550 550	Costa Rica Cabanas
5013	D. Loi & Sons	22006			250	, . "
		33906		"	850 850	" "
				\$1.90	850 850 783	n n
	:			\$2.30 \$1.90	347 346	"
6191	Park Ave. Ban.	33911		\$2.30	200	
7735	Striks & Schwartz	33917			500	
0203	American Banana Co., Inc.	33898		n	300	

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Customers	Control	Invoice.				-14	A . W . S
No.	Customers Name	No. Sl.	pment	Price	Units	Type	T. A. Tier
** PX 5026	Lombino & Sons	34935	7/21/70	2:30	350	Costa Rica	Cahana
iment 0208	American Banana Co., Inc.	34928	New York Parma	"	900	" "	cabanas
0539	Ban. Dist. N. Y.	34929		11	750 750	" "	
0767	A. Battista	34930		\$2.40	225		
2513	J. Esposito	34933	•	\$2.70	514 500		
5013	D. Loi & Sons	34934		\$2.30 \$2.10	500 800 792 800 700	" " " " " " " " " " " " " " " " " " " "	
6191	Park Ave. Ban.	34940		\$2.30	88 2 20 0		
7735	Striks & Schwartz	34945		ş2.70 n	150		
7735	Striks & Schwartz	34945	7/21/70	\$2.30	100	Costa Rica Cab	anae
· 2513	J. Esposito	34933		\$2.70	050	" "	unas
5013	D. Loi & Sons	34934		\$2.10	012 100 099 100 249		

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	35326 35326	Newark 7/23/70	\$2.10 \$2.30	750 750	Equador Cabanas
Lombino & Sons	35327	"	\$2.70	350	п.,

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CustgmersNo.	Customers Name	Invoice No.	Shipment	Price	Units	Type	
** PX. 5026 missing	Lombino & Sons	35616	7/27/70	\$2.60	325	Costa Rica	Cabanas
ignest 0208	American Banana Co., Inc.	35607	New York	n 🛬 .	450	"	
0589	Ban. Dist. N. Y.	35610	Brunsrode	"	775	, ,	
0767	A. Battista	35611		" \$2.20	288 287	. "	
2513	J. Esposito	35614		\$2.60	550	"	
				n	550 300	"	
5013	D. Loi & Sons	35615		\$2.00	900 891 891		
				\$2,20.	800 800 700	n n	
6191	Park Ave. Ban.	35620		\$2.60	100		
7735	triks & Schwartz	35624		II	450		

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	35988	Newark 7/30/70	\$2.60	800	Equador Cabanas
D'Loi & Sons	35991	11	\$2.20	900	"
Lombino & Sons	35992	"	\$3.00	350	" .
Park Avenue Bananas	35994	11	\$2.60	200	"
Striks & Schwartz	35995	11	\$2.60	300	"
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Customers No.	Customers Name	Invoice No.	Shipment	Price	Units	Type	
** PX. 5026	Lombino & Sons	36406	9/2/70	3.00		17.48	17 77
hipment 0208	American Banana Co., Inc.		New York		200	Costa Rica	a Cabanas
0589	Ban. Dist. N. Y.		Banagrande	\$3.10	800		•
0767	A. Battista	36385		. "	350	٠.	·
		36386		\$2.30 \$3,10	300 300		
2513	J. Esposito	36395		"	. 550		
				"	500	"	
5013	D. Loi & Sons	26405		"	300	. "	
		36405		\$2,50	900 891		
				\$2.70	800 750	"	
				\$3.10	747 900	"	
5013	D. Loi & Sons	37086		\$2.50	381	- "	
6191	Park Ave. Ban.	36413	8/3/70	\$2.70	100		
6929	F. Russo			\$3.10	100	Costa Rica	Cabanas
7735	Striks & Schwartz	36424		"	100	"	
	our schwartz	36428		n	250	п	

Custom	ere		invoice				
No.		Customers Name		Shipment	Price	Units	Type
** PX.	5026	Lombino & Sons	37853	8/18/70 New York	\$2.70	250	Costa Rica Cabanas
rignent	2513	J. Esposito	37842		\$3.10. \$2.70	275 275	" "
	5013	D. Loi & Sons	37852		\$3.10 \$2.70	900	" "
					\$1.00 \$2.10	900 350 800	" "
					\$1.00 \$2.70 \$2.50	550 900 900	"
	6191	Park Ave. Ban.	37860		\$3.10 \$2.70 \$3.10	100 100 236	n n
	7735	Striks & Schwartz	37875		\$2,70	450	"
	0203	American Banana Co., Inc.	37817		\$1.00	300 500	. "
	0589	Ban. Dist. N. Y.	37832		\$2.70	300	
	0767	A. Battista	37833		\$2.60 \$3.10	300	
	6929	F. Russo	37832		\$1.00	183	п

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi	38926	Newark 8/27/70	\$2.70		Equador Cabanas
	38926	"	\$2.00	75	II II
	38926	11	\$3.10	300	"
Lombino & Sons	38927	"	\$2.70	250	11
	38927	"	\$3.10	250	"
Park Avenue Banana	38929	"	\$2.70	150	"
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Custo		Customers Name	Invoice No.	Shipment	Price	Units	Type
** PX. missing	5026	Lombino & Sons	39687	9/8/70	\$2.80	300	Costa Rica Cabanas
Enigment	0208	American Banana Co., Inc.	39656	New York Banador	п	700 300	, ,
	0589	Ban. Dist. N. Y.	39668		"	800	,
	0767	A. Battista	39669		"	250	. "
	2513	J. Esposito	39676		\$2.60	250 300	"
	5013	D. Loi & Sons	39686		"	900	
					\$2.40	900	" "
	5191	Park Ave. Ban.			"	700 600	n
	5013	D. Loi & Sons	39693 39758	9/8/70	\$2.80	200	Costa Rica Cabanas
	6191	Park Ave. Ban.	39760		\$2.40	235 180	
	7735	Striks & Schwartz	39710		\$2.00 \$2.80	392 400	
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Customers	Customers Name	Invoice No.	Shipment	Price "	Units	Type
** PX. 5026	Lombino & Sons	40097	9/10/70	\$3.20	300	Honduras Cabana
missing 0208	American Banana Co., Inc.	40064	New York Asseburg	"	400	
0767	A. Battista	40075			220	
2715	Frederico Bros.	40083		\$2.60	100	" "
6191	Park Ave. Ban.	40104		\$3.20	100	
2513	J. Esposito	40081		\$2.70	f 600 100	. "
2669	J. Feuele	40082		\$3.20	100	
5013	D. Loi & Sons	40096		\$2.80	723 800 748 640 600	" " " " " " " " " " " " " " " " " " "
8795	D. Zeidman	40123		\$2.60	75	
6929	F. Russo	40112		п	300	
6191	Park Ave. Ban.	40104			300	
5013	D. Loi & Sons	40290		\$2.40	375	
0767	A. Battista	40075	9/10/70	\$2,20	225	Honduras Cabana

Customers	Customers Name	Invoice No.	Shipment	Price	Units	Турз
** PX. 5026	Lombino & Sons	40347	9/14/70	\$3.40	300	Costa Rica Cabanas
shipment 0208	American Banana Co., Inc.	40312	New York Golar Freeze	, " ⁵ ?.	300	
0589	Ban. Dist. N. Y.	40327		n .	300	n
0767	A. Battista	40328		\$3.00	150 150	. "
2513	J. Esposito	40334		\$3.40	550 600	
5013	D. Loi & Sons	40346		\$3.00	900 900 900 850	11 11 11
				\$2,80 \$3.40	800 750 900	;
6929	F. Russo	40365		\$3.00	150 150	" "
2669	J. Fedele	40335		\$3.40	100	
7735	Striks & Schwartz	40369		\$3.20	200 · 200	n n
0589	Ban. Dist. N. Y.	40415		\$2.80	350	
6191	Park Aye. Ban.	40352		\$2.20	30	

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	40989 40989 40989	Newark 9/17/70	\$3.00 \$3.40 \$3.40	600 700 700	Equador Cabanas "
Lombino & Sons	40990	n	\$3.40	590	"
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Customers	Customers Name	Invoice No.	Shipment	Price	Units	Type
#* PY. 5026 missing chipment	Lombino & Sons	41183	9/22/70 New York	\$3.20	400	Costa Rica Cabanas
			Asseburg	**.		
0589	Ban. Dist. N. Y.	41166		. "	000	
				n	. 800 774	"
0767	A. Battista	41167		п .	300	
2513	J. Esposito	41173		n	600	
				n	550	n
5013	D. Loi & Sons	41182		п	900	
				\$2.80	900	"
				\$3.80	800	
				\$2.80	280 900	" "
				и .	241	"
				\$2.40	700	"
6191	Dawle Barry			\$2.80	900	n
	Park Ave. Ban.	41188	9/22/70		900	
			3/22/10	\$3.20 \$2.80	200	Costa Rica Cabanas
7735	Striks & Schwartz	41204		72.00	144	"
271		41204		\$3.20	800	· II
2113	Frederico Bros.	41174			000	
				" .	187	n

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	41553 41553	Newark 9/24/70	\$3.20 \$2.40	400 400	Equador Cabanas
!_ombino & Sons	41560	, ,,	\$3.20	400	,,
Striks & Schwartz	41569	"	\$2.60	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of New York	42208 42208	Newark 10/1/70	\$2.20 \$3.20	400 400	Equador Cabanas
D'Loi & Son	42212 42212	" "	\$2.40 \$3.20	450 450	"
Lombino & Sons	42213 42213	" "	\$2.60 \$3.20	300 300	" "
			V		
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Customers No.	Customers Name	Invoice No. Shipment	Price L	Units	Type
** PX. 5026 rissing Anigment	Lombino & Sons	42752 10/6/70 New York	\$2.80	125 125	Costa Rica Cabanas
0208	American Banana Co., Inc.		\$2.40 \$2.00	250 300 700	n n
0539	Ban. Dist. N. Y.	42749	\$3.20	400	. "
2513	J. Esposito	42750	\$2.60	600 600	
5013	D. Loi & Sons	42751	\$2.80 \$2.20 \$2.00	900 900 900	11 11 2 11
			\$2.60 \$2.20	700 700 100 100	" " " " " " " " " " " " " " " " " " " "
			\$3.20	900	
6191	Park Ave. Ban.	42756	\$2.60	100	. "
0689	Ban. Dist. N. Y.	42759	\$2.00	400	
0767	A. Battista	42672	\$3.20	300	. "
7735	Striks'.& Schwartz	42759	\$2.80 \$3.20	400	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	42965 42965	Newark 0/8/70	\$3.20 \$3.60	300 300	Equador Cabanas
Park Avenue Banana	4296€	"	\$2.50	50	"
		950			
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Customers	Cuntomana was	Invoice			•	
	Customers Name	No.	Shipment P	rice	Units	Туре
** 2%. 5026	Lombino & Sons	43437	10/13/70	\$3.30	250	Costa Rica Cabanas
17Ent 0767	A. Battista	43432	New York Polar Freeze	\$3.00 \$2.10	150 150	
2513	J. Esposito	43435		\$3.30 \$2.70	250 250	. "
5013	D. Loi & Sons	43436		\$3.32 \$2.70	882 800	n n
				\$2.90	800	" "
				\$2.30	900 800 696	" " " " " " " " " " " " " " " " " " " "
6191	Park Ave. Ban.	43440		\$2.70	150	
7735	Striks & Schwartz	43446		\$3.30	250	
0589	Ban. Dist. N. Y.	43431		\$1.90	344 264	

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	43673 43673	Newark 10/15/70	\$2.70 \$3.30	300 300	Equador Cabanas
Park Avenue Banana	43674 43674	" "	\$2.20 \$2.60	132 100	" "

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Custom		Customers Name	nyoice No.	Shipment	Price '.	Units	Туре	<u>.</u>	
* PX.	5026	Lombino & Sons	43931	10/19/70	\$2.90	300			
hipment	0208	American Banana Co., Inc.	43899	New York Banador		200	Honduras	Cabana	i Clus
					\$2.50	300		"	
	0589	Ban. Dist. N. Y.	43912		\$2.90 \$2.50	400 400		71	
	0767	A. Battista	43913		\$2.90	150		"	
	2513	J. Esposito	43919		\$2.70	350		"	
					\$2.50	350			
	5013	D. Loi & Sons	43930		\$2.90	300		"	
			43330		"	900		"	
					\$2.50	800		"	
					\$2.90	900		"	
					\$2.50	700			
						900		"	
. 6	6191	Park Ave. Ban.	42027			800			
			43937		\$2.30	200		"	
7	735	Striks & Schwartz	43952	10/19/70	\$2.90	200	Honduras	Cabana	Clust

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Customers No.	Customers Name	Invoice No.	Shipment	Price	Units	Type	
** PX. 5026	Lombino & Sons	44669	10/27/70	\$2.40			100
inent ₀₇₆₇	A. Battista	44652	New York	N	200	Costa Rica	Cabanas
5013	D. Loi & Sons	44668	Augustenbur	선생님은 사람이 되었다면 하다면 살아 보는 모양이 되었다.	150	. "	. ?
		. 4		\$2,60	.800	" "	
7735	Status and a			\$1.80	800 800	n n	
	Striks & Schwartz	44690		\$2.00 \$3.10	150	п	
0767	A. Battista	44652		\$2.50	150	"	
2513	J. Esposito	44659			150	"	
				\$1.30	350 350	n n	

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	44991	Newark 10/29/70	\$1.80	800	Equador Cabanas
Banana Distributors of New York	44892	11	\$1.80	800	"
D'Loi & Son	44895 44895	" "	\$1.00 \$1.00	750 750	" .
Lombino & Sons	44896 44896	" "	\$1.70 \$2.70	200	"
Park Avenue Banana	44897	n .	\$1.60	250	"
Striks & Schwartz	44901	"	\$1.80	550	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino & Sons	44896	Newark 10/29/70	\$1.50	500	Equador Flavor Pa
Park Avenue Banana	44897		\$1.00	250	,,
	44897	, "	\$1.00	250	"
Anthony Russo	44899	"	\$1.40	200	, "
Frank Russo	44900	"	\$1.00	500	"
Dave Ziedman	44904		\$2.10	75	. "

CUSTOMER NAME	INVOIC NO.	E DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	45921	Newark 11/5/70	\$1.60	800	Equador Cabanas
Esposito & Sons	45924 45924	" "	\$1.40 \$2.20	600 200	"
Lombino & Sons	45929 45929	" "	\$1.40 \$2.20	250 250	" "
Park Avenue Banana	45931	"	\$1.60	550	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	46612 46612	Newark 11/12/70	\$1.60 \$1.60	700	Equador Cabanas
Banana Distributors of New York	46613	"	\$1.80	800	"
	46613	"	\$1.80	800	" "
D'Loi & Sons	46616		\$1.60	500	11
	46616	"	\$1.60	500	11
	46616	n .	\$1.60	500	n ,
Lombino & Sons	46617	n . M.	\$1.60	350	"
	46617	"	\$2.20	344	и .
Park Avenue Banana	46619	. "	\$1.60	500	. "
	46619	и .	\$2.00	150	"
	46619	11	\$2.00	250	"
Frank Russo	46620	n n	\$2.00	500	
Striks & Schwartz	46621	n n	\$1.60	400	11
	46621	n .	\$2.40	200	"

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CUSTOMER NAME	INVOICE	DATE AND		***	
	NO.	PLACE	PRICE	UNITS	TYPE
		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3			
American Banana	47450	Newark 11/19/70		300	Equador Cabanas
	47450	"	\$1.80	500	"
Banana Distributors of New York	47451	11	\$1.60	800	"
Esposito & Sons	47452		\$1.80	800	"
Federico Bros.	47454	"	\$2.00	200	
D'Loi & Sons	47455	"	\$1.40	800	. 11
	47455	" .	\$1.40	900	· , - "
Lombino & Sons	47456		\$2.20	500	"
David Access David	+1463	i i	• 3		.,
Park Avenue Banana	4745 8		\$1.80	300	ii.
Striks & Schwart z	47461		\$1.80	350	"
			,		
Dave Ziedman	47464	"	\$1.80	75	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Lombino	49445	Newark 12/12/70	\$2.20	600	Equador Cabanas
Dave Ziedman .	49462	n	\$1,80	75	n.
Park Ave. Banana		"	\$1.80	250	
	3				541a

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
				- W	
American Banana	50571 50571	Newark 12/23/70	\$1.80	400 400	Equador Cabanas
Banana Distributors of New York				100	
Darial a Distributors of New York	50572	"	.80	800	n .
	50572	"	.80	800	u, u
D'Loi & Sons, Inc.	50577	"	\$1.80	500	
	50577		\$1.80	500	"
	50577	"	\$.80	600	"
Lombino				4, 1	
Lombino	50578	"	\$1.80	300	"
Park Avenue Banana	50581	"	.80	500	"
Frank Russo	50583	"	00		
	50583	"	.80	850 350	" "
			.00	350	"
Striks & Schwartz	50584	"	\$1.80	500	"
	50584	"	\$1.00	500	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana	51147 51147	Newark 12/30/70	\$1.10 \$1.90	400	Equador Cabanas
D'Loi & Son	51154 51154 51154 51154	" "	.80 \$1.90 \$1.90 \$1.90	800 500 500 700	" "
Lombino & Son	51155	"	\$1.90	300	"
Striks & Schwartz	51158 51158	"	\$1.00 \$1.90	200 200	" "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of N.Y.	51787	Newark 1/7/71	\$2.10 \$2.30	400 400	Ecuador Cabanas
D'Loi & Sons	51790	" "	\$1.90 \$1.90	750 750	" "
Lombino & Sens	51791		\$2.30	300	
Park Avenue Bananas	51792	" "	\$1.90	200	" "

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	53775	Newark 1/28/71	\$2.40 \$2.40	900 400	Ecuador Cabanas
Lombino & Sons	53776	"	\$2.80	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	54639	Newark 2/6/71	\$2.00	500 E	Ecuador Cabanas
	11	"	\$2.00	500	11
	11	- 11	\$2.60	500	11
	"	"	\$2.60	500	"
	"	n n	\$2.60	500	"
Lombino & Sons	54640	"	\$2.60	150	11
	"	"	\$3.00	150	11
Park Avenue Banana Co.	54643	"	\$.50	800	"
	"	"	\$2.00	250	"
Frank Russo	54651	n n	\$2.00	500	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	56975	Newark 2/25/71 "	\$2.60 \$2.60	850 350	Ecuador Cabanas
Lombino & Son	56976	" "	\$2.60	150 150	" "
Park Avenue Banana	56979	"	\$2.20	150	п

CUSTOMERS NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	57782 57782 57782	New York 3/4/71	\$2.60 \$3.00 \$3.00	450 750 300	Honduras Cabana
D'LOI & SONS	57791 57791 57791 57791 57791 57791 57791 57791	11 11 11 11	\$2.20 \$2.40 \$2.40 \$2.40 \$2.40 \$2.40 \$2.60 \$3.00	500 500 500 500 500 500 550	11 11 11
LOMBINO & SON	57792	11	\$3.00	300	**
PARK AVENUE BANANA CO.	57794 57794	***	\$2.40 \$3.00	350 150	
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
P. ALPINO	58652 58652	New York 3/12/71	\$.50 \$1.50	125 125	Honduras Flavor Pack
AMERICAN BANANA CO.	58653 58653 58653	" "	\$.50 \$1.00 \$1.50	350 200 350	11
ESPOSITO	58657	"	\$1.00	300	11
D'LOI & SON	58660 58660	"	\$.50	200	11
LOMBINO	58661	"	\$1.50	150	"
PARK AVENUE BANANA CO.	58663 58663	"	\$1.00 \$1.00	350 300	11
FRANK RUSSO	58664 58664 58664 58664 58664	11 11 11	\$.50 \$1.00 \$1.00 \$1.00 \$1.50	350 350 200 400 250	11 11
					5498

CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	58653	New York 3/12/71	\$2.00	600	Honduras Cabana
D'LOI & SON	58660 58660 58660 58660 58660	11 11 11 11	\$2.00 \$2.00 \$2.40 \$2.60 \$3.00	500 500 500 500 500	" " " " " " " " " " " " " " " " " " " "
LOMBINO	58661		\$2.40	50	"
PARK AVENUE BANANA CO.	58663		\$2.00	250	
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	59511 "	Newark 3/19/71	\$2.20 \$2.20 \$2.50	500 500 400	Ecuador Cabanas
Lombino & Sons	59512		\$2.50	300	"
Park Avenue Banana Co.	59514	"	\$2.00	200	. "

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Federico Bros.	60124	Newark 3/25, 71	\$2.20	250	Ecuador Cabanas
D'Loi & Son	60125	" "	\$2.40 \$2.40	500 500	. "
Lombino & Sons	60126	"	\$2.50	200	п
Striks & Schwartz	60127	"	\$2.00 \$2.40	350 350	" "

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	63089	Newark 4/23/71 " " " "	\$2.40 \$2.40 \$2.40 \$2.40 \$2.60	500 500 500 500 900	Consumer Pack
Lombino & Sons	63090	"	\$2.60	300	n
Striks & Schwartz	63094	"	\$2.40 \$2.40	350 350	"
Park Avenue Banana	63092	n	\$2.40	350	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana Co.	63761	Newark 4/29/71	\$2.40	800	Consumer Pack
Banana Distributors of N.Y.	63762	" "	\$2.20 \$2.20	800 800	" "
Esposito	63771	"	\$2.40	750	"
D'Loi	63764	11 11 11	\$2.20 \$2.20 \$2.40 \$2.40	500 500 500	"" "" "" "" "" "" "" "" "" "" "" "" ""
Lombino	63611	n .	\$2.50	200	n .

CUSTOMER NAME	INVOICE NO.	DATE AND	PRICE	UNITS	TYPE
				STIALO	
American Banana	64409	Newark 5/6/71	\$2.40	800	Consumer Pack
Banana Distributors of N.Y.	64410	"	\$2.20	800	" "
	"	ii s	\$2.20	800	n n
Esposito	64412	"	\$2.20	600	"
	64412	11	\$2.20	900	n
D'Loi	64415	"	\$2.00	500	"
	"	11	\$2.00	500	"
	"		\$2.00	500	"
	11	"	\$2.00	500	"
	" .	"1	\$2.00	400	11
Lombino & Sons	64416	"	\$2.40	200	"
Park Avenue Bananas	64418	"	\$2.20	200	"
Frank Russo	64421	11	\$2.00	800	11
	11	11	\$2.20	250	"
	"	"	\$2.20	350	n
Striks & Schwartz	64422	11	\$2.20	500	11
	"	"	\$2.20	500	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of N.Y.	66229	Newark 5/21/71	\$2.20	800	Consumer Pack
	"	"	\$2.40	800	"
Esposito	66231	· · ·	\$2.20	300	"
	"	"	\$2.40	300	. "
D'Loi	66234	"	\$2.00	952	"
	"		\$2.00	500	"
	"	"	\$2.00	500	n n
	"	"	\$2.00	500	"
	"	"	\$2.20	500	11
		"	\$2.20	500	"
	"	"	\$2.20	500	"
	"	"	\$2.80	500	"
Lombino	66235	"	\$2.40	200	"
Striks & Schwartz	66237	"	\$2.30	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors	66766 "	Newark 5/27/71	\$2.00 \$2.20	800	Consumer Pack
Esposito	66812	"	\$2.20	800	"
D'Loi	66771	""	\$2.00 \$2.00 \$2.00 \$2.00 \$2.20 \$2.20 \$2.20 \$2.20	500 500 500 500 500 500 500	"" "" "" "" "" "" "" "" "" "" "" "" ""
Lombino & Sons	66777	"	\$2.60	200	"
Frank Russo	66775	"	\$2.30	800	"
Striks & Schwartz	66777	" "	\$2.10	850 700	" "

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of N.Y.	68520 "	Newark 6/10/71	\$2.40 \$2.80	350 300	Consumer Pack
Esposito	68522	"	\$2.40	800	"
D'Loi & Sons	68661	" " "	\$2.40 \$2.40 \$2.40 \$2.40 \$2.40 \$2.80	500 500 500 900 900 500	"
Lombino	68526	п	\$2.80	200	"
Frank Russo	68529	"	\$2.40 \$2.80	400 400	" "
Striks & Schwartz	68531	"	\$2.70	500	"

CUSTOMER AME	INVOICE NO.	DATE ND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	69294	Newark 6/17/71	\$2.60	500	Consumer Pack
	. "	"	\$2.60	500	"
	"	"	\$2.60	500	. "
	. "	"	\$2.80	500	"
	. "	. 11	\$3.00	500	11
	"	"	\$3.00	500	"
Lombino	69295	"	\$2.80	200	" -

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Esposito	70505	Newark 6/25/71	\$2.60	500	Consumer Pack
		110Wal N 3, 23, 71	\$2.50	450	Consumer Pack
D'Loi	70508	11	\$2.40	500	"
	"	11	\$2.40	500	"
	11	11	\$2.60	500	11
	11	11	\$2.60	500	11
	11	, 11	\$1.20	700	11
	"	11	\$1.20	700	"
	11	"	\$2.00	950	n
Lombino & Son	70509	"	\$2.60	200	"
Park Avenue Banana Co.	70511	· ·	\$2.40	400	n n
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
American Banana Co.	71102	Newark 7/1/71	\$1.60	800	Consumer Pack
Banana Distributor of N.Y.	71103 71155	" "	\$1.80 \$1.00 \$1.20	800 800 800	" "
D'Loi & Sons	71108	" "	\$1.40 \$1.40 \$1.40 \$1.40	800 500 500	" "
Lombino & Son	71109	"	\$1.40	300	"
Striks & Schwartz	71110	**	\$1.60	800	11
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	71663	Newark 7/8/71	\$1.00 \$1.00	765 800	Consumer Pack
		"	\$1.20	800	"
	"	"	\$1.60	800	,,
D'Loi & Sons	71667	n	\$1.00	500	11 ,
	11	"	\$1.00	500	, 11
	11	11	\$1.00	500	11
	"	"	\$2.40	500	"
Lombino	71668	n	\$2.40	100	"
	11	"	\$1.60	100	"
Park Avenue Banana Co.	71670	"	\$1.20	300	"
Striks & Schwartz	71671	"	\$1.20	500	"
	11	11	\$1.20	500	"
	11	"	\$1.80	600	"

	CUSTOMER NAME	INVOICE NO.	DATE AND	PRICE		7405
			FLACE	PRICE	UNITS	TYPE
	American Banana Co.	72348	Newark 7/15/71	\$1.60	500	Consumer Pack
		72348	"	\$2.50	300	II
	Banana Distributor of N.Y.	72349	11	\$1.20	800	"
		"		\$1.40	800	"
		11	11	\$1.40	530	rr .
		, , ,	"	\$2.50	200	"
	D'Loi & Son	72355		\$1.20	500	"
		11	11	\$1.20	500	"
•		11		\$1.40	500	11
		"	"	\$1.40	500	n
	Lombino & Son	72356	11	\$1.80	300	11
	Park Avenue Banana Co.	72359	"	\$1.40	350	"
		"	"	\$1.40	350	"
	Frank Russo	72360	"	\$1.60	600	"
	Striks & Schwartz	72362	"	\$1.60	600	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	73043	Newark 7/22/71	\$2.50 \$2.50	800	Consumer Pack
D'Lei & Son	73049 "" ""	" " "	\$2.40 \$2.50 \$2.50 \$2.50 \$2.50	350 500 500 500 500	" " " "
Lombino	73050	- "	\$2.60	350	"
Park Avenue Banana	73052 "	"	\$2.50 \$2.50	250 500	" "
Striks & Schwartz	73056 "	"	\$2.50	400	" "

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Son	73722	Newark 7/29/71	\$2.40 \$2.60	600 900	Ecuador Cabanas
Lombino & Son	73723	"	\$2.70	300	"
Park Avenue Banana	73727	"	\$2.50	300	"
Frank Russo	73730	" "	\$2.50 \$2.50	750 750	. "
Striks & Schwartz	73731 "	" "	\$2.20 \$2.70	500 400	" "
				1	Vi
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	74652 "	Newark 8/7/71	\$2.40 \$2.90	800 250	Consumer Pack
D'Loi & Sons	74660	" "	\$2.70 \$2.80 \$2.90	900 550 350	" "
Lombino & Son	74661	"	\$2.90	300	"
Striks & Schwartz	74670	"	\$2.40	500	"
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CUSTOMER NAME	INVOICE	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	75211 "	Newark 8/13/71	\$2.30 \$2.90	800 800	Consumer Pack
D'Loi & Sons	75217 " "	" " "	\$2.60 \$2.60 \$2.60 \$2.60	500 500 500 500	" " " "
Lombino & Son	75218	"	\$2.70	250	"
Striks & Schwartz	75223 "	" "	\$2.20 \$2.90	800 700	" "
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	75747	Newark 8/19/71	\$2.20	768	Consumer Pack
D¹Loi & Son	75754	" "	\$2.40 \$2.40	500 500	"
		"	\$2.40	400	11
		"	\$2.90	600	" -
Lombino & Son	75755	11	\$2.60	400	11
Park Avenue Banana Co.	75758	"	\$2.40	200	"

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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	76623	Newark 8/27/71	\$2.00	800	Consumer I
D'Loi & Son	76629 "" ""	" "	\$1.40 \$1.60 \$1.60 \$2.00 \$2.80	900 500 500 500 500	""
Lombino & Son	76630 "	" "	\$2.00 \$2.80	150 150	" "
Park Avenue Banana Co.	76634 "	"	\$1.30 \$1.80	800 150	" "
Striks & Schwartz	76639 76639	"	\$1.80 \$2.80	400 400	" "

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	77192	Newark 9/4/71	\$1.00	100	Consumer Pack
		14044111 07 47 7 1	\$1.00	100	Consumer Fack
D'Loi & Sons	77197	" .	\$1.00	800	
	"	"	\$1.20	976	· · · · · · · · · · · · · · · · · · ·
	11	"	\$2.00	451	. 11
	11	"	\$2.60	500	11
Lombino & Son	77198	"	\$2.00	300	n
Park Avenue Banana Co.	77201	"	\$1.00	300	11
	"	77	\$1.00	300	11

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	78619 "	Newark 9/18/71 "	\$2.60 \$2.70 \$2.80	700 700 700	Consumer Pack
Lombino & Son	78620	"	\$2.80	300	"
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributor of N.Y.	79170	Newark 9/24/71	\$2.60	800	Consumer Pack
D'Loi & Sons	79177 "	"	\$2.60 \$2.60	600 600	. "
Lombino & Son	79178	"	\$2.80	300	"
	•				

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	79602	Newark 9/30/71	\$2.70 \$3.10	750 750	Consumer Pack
Lombino & Sons	79603	n n	\$3.10	350	"
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
LOMBINO & SON	82416	10/27/71	\$1.60	700	Consumer Pack
AMERICAN BANANA CO., INC.	82236	Charleston Brunswick	\$1.60 \$1.40 \$1.20	900 900 900 900	11 11
BAN. DIST. N.Y.	82241	"	\$1.20 \$1.20	2,700 832	11 11
D'LOI & SONS	82248 82415	11	\$1.40 \$1.40 \$1.20 \$1.20	900 900 879 921	11 11
FRANK RUSSO	82425 82451	11	\$1.20 \$1.20	850 900	" "
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				Company on Manager of Manager and Co.	
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
LOMBINO & SONS	82416	10/27/71	\$1.00	200	Costa Rica Flavor Pa
AMERICAN BANANA CO.	82433	Charleston Brunswick	\$1.00	900	11
PARK AVE. BAN.	82464		.40	900 900	""
FRANK RUSSO	82425		.60	900	11
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CUSTOMERS NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
BANANA DIST. OF N.Y.	85780	N.Y. 11/30/71	\$2.50	800	Consumer Pack
D'LOI & SONS	85798 85798	"	\$2.30 \$2.50	800 800	11 11
LOMBINO & SONS	85799	"	\$2.60	200	"
FRANK RUSSO	85817	11	\$2.50	775	"
STRIKS & SCHWARTZ	85821	. "	\$2.50	350	n
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CUSTOMERS NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
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BANANA DIST. OF N.Y.	85780	N. Y. 11/30/71	\$1.80	350	Honduras Flavor Pa
D'LOI & SONS	85798	11	\$1.80	500	11
	85798	11	\$1.00	700	11
	85798	- Aller on	\$1.40	300	"
LOMBINO & SON	8579?	11	\$1.80	150	11
PARK AVENUE BANANA	85808	11	\$1.50	250	"
	85808	11	\$1.80	250	
	85808	11	\$1.20	300	n n
FRANK RUSSO	85817		\$1.80	550	"
	85817	11	\$2.50	250	"
	85817	11	\$1.30	300	"

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BANANA DIST. OF N.Y. BEANANA DIST. OF N.Y. 85978 N.Y. 12/2/ 86001	\$1.50 \$2.00 \$2.10 \$2.10 \$2.10	800 457 500 500 500 500	Consumer Pack
86001 " 86001 "	\$2.00 \$2.10 \$2.10 \$2.10	500 500 500	" "
	\$2.10 \$2.16 \$2.50 \$2.50 \$2.50	500 500 500 500 500 500 500	" " " " " " " " " " " " " " " " " " " "
DARK AVENUE BANANA GO	\$2.60	400 .	11
PARK AVENUE BANANA CO. 86012	\$2.50	300	"
FRANK RUSSO 86022 "	\$2.50	500	578a

CUSTOMER NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
D'LOI &SONS	86267	N. Y. 12/6/71	\$1.60	300	Honduras Flavor Pa
LOMBINO & SON	86268	"	\$1.60	75	"
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USTOMERS NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
"LOI & SONS	86267 86267 86267 86267 86267	M. Y. 12/6/71	\$2.10 \$2.10 \$2.30 \$2.30 \$2.50 \$2.50	500 500 500 500 500 500	Consumer Pack
OMBINO & SON	86268	11	\$2.50	300	"
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CUSTOMERS NAME	INVOICE NO	DATE AND PLACE	PRICE	UNITS	TYPE
P. ALPINO	86722	N.Y. 12/9/71	\$2.30	175	Consumer Pack
D'LOI & SONS	86751	""	\$2.30 \$2.30 \$2.30 \$2.30 \$2.30 \$2.30 \$2.30 \$2.30	500 500 500 500 500 500 500	" " " " " " " " " " " " " " " " " " "
LOMBINO & SON	86752		\$2.30	500 650	"
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
				The case of	
BANANA DIST. OF N.Y.	87011	N.Y. 12/13/71	\$2.00	800	Honduras Cabanas
D'LOI & SONS	87030	- п	\$2.20	900	"
LOMBINO & SON	87031	"	\$2.10	150	11
PARK AVENUE BANANA	87 0 38 87038	" "	\$2.00	300	"
FRANK RUSSO	87045	"	\$1.30	104	11
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
BANANA DIST. OF N.Y.	87011	N.Y. 12/13/71	\$2.50	800	Consumer Pack
D'LOI & SONS	87030	"	\$2.20 \$2.20	600 400	"
	"	"	\$2.40 \$2.40	500 500	"
	"	"	\$2.40 \$2.60 \$2.60	850 500 500	" "
LOMBINO & SON	87031	n	\$2.50	200	"
PARK AVENUE BANANA	87038	"	\$2.50	300	"
				THE STATE OF THE S	
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CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	87516	N. Y. 12/17/71	\$1.60	900	Coata Dies Cale
	87516	11. 12/11/11	\$2.00	900	Costa Rica Cabanas
BANANA DIST. OF N.Y.	87525	11	\$1.40	800	11
	87525	"	\$1.60	800	"
D'LOI & SONS	87542	"	\$1.60	500	"1
	- 11	11	\$1.60	500	"
	11	"	\$1.60	500	"
	- 11	.,	\$1.60	500	11
	"	''	\$1.70	500	и .
	11	"	\$1.70	500	11
	11	"	\$1.70	500	11
	11	**	\$1.70	50 0	11
	11	,	\$1.80	500	11
	11	''	\$1.80	500	"
	"	.11	\$2.00	500	
	-11	" .	\$2.00	500	"
LOMBINO & SONS	87543	_ "	\$2.00	350	"

CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
				i	
AMERICAN BANANA CO.	88158	N. Y. 12/22/71	\$2.00	910	C
	88158	11	\$2.00	900	Consumer Pack
BANANA DIST. OF N.Y.	88168	"	¢1 00	000	
	88168		\$1.80 \$1.80	800	"
			\$1.00	800	. "
D'LOI & SONS	88188	1 11	\$1.80	500	,,,
	. "		\$1.50	960	"
			\$1.80	500	"
	11	11	\$2.00	500	"
	"	, 11	\$2.00	500	11
	**	11	\$2.20	500	"11
	"1	"	\$2.20	500	
OMBINO & SON	00100				
SOMETINO & SON	88189	"	\$2.20	700	11
PARK AVE. BANANA	88198	"	\$1.80	200	
	88198		\$1.80	300	11
	88198		\$1.80	200 250	"
				250	"
FRANK RUSSO	88206	11	\$1.60	305	.,

CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
AMERICAN BANANA CO.	88574	N. Y. 12/27/71	\$2.00	600	Consumer Pack
BANANA DIST. OF N.Y.	88583 88583 88583	"	\$2.00 \$2.00 \$2.00	800 800 1,600	"
D'LOI & SONS	83606 ''	" " " " " " " " " " " " " " " " " " " "	\$2.00 \$2.00 \$2.30 \$2.30	500 500 500 500	" "
LOMBINO & SON	88607		\$2.40	200	
PARK AVENUE BANANA CO.	88616 88616	" "	\$2.00 \$2.00	200 300	"
STRIKS & SCHWARTZ	88627	"	\$2.30	500	"

CUSTOMERS NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'LOI & SONS	88885	N.Y. 12/29/71	\$2.00	750	Consumer Pack
	11	11	\$2.00	800	"
	"	11	\$2.00	700	**
	"	11	\$2.30	500	.,
	**	"	\$2.30	500	.,
	. "	"	\$2.30	750	"
LOMBINO & SON	88886	"	\$2.40	300	"
PARK AVENUE BANANA	88893	"	\$2.20	250	"
FRANK LUSSO	88899		\$2.00	500	
	11	"	\$2.00	250	"
	"	"	\$2.00	250	"
	11		\$2.00	250	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi and Sons	89485 89485	Newark 1/7/72	\$2.20 \$2.20	500 500	Consumer Pack
Lombino & Son	89486		\$2.40	300	n .
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	1515 1515	Newark 1/20/72	\$2.60 \$2.60	500 500	Consumer Pack
	1515 1515	" "	\$2.60	800 800	" "
Lombino & Son	1516	"	\$2.80	350	"
Striks & Schwart z	1524	"	\$2.50	500	
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CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	2123	November 1 (00 /76)	40.00		
	2123	Newark 1/28/72	\$2.00	300	Ecuador Dole
			\$2.40	750	"
	2123	/· ".	\$2.40	750	"
Lombino & Son	2124	"	\$2.80	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	2830 2830	Newark 2/4/72	\$2.00 \$2.00	900	Ecuador Dole
Lombino & Son	2831	"	\$2.60	300	"
Park Avenue Banana Co.	2834	"	\$2.00	300	-11
Frank Russo	2837	"	\$1.60	400	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	3409 3409	Newark 2/10/72	\$2.00 \$2.00	750 750	Ecuador Dole
Lombino & Son	3410	"	\$2.50	400	i n

CUSTOMER NAME	INVOICE DATE AND NO. PLACE		PRICE	UNITS	TYPE
D'Loi & Sons	4077 4077 4077	Newark 2/17/72	\$2,30 \$2,50 \$2,50	850 750 750	Ecuador Dole
Combino & Son	4078	n n	\$2.70	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
D'Loi & Sons	5923	Nousella O (4 (7)			
Lombino & Son		Newark 3/4/72	\$2.30	800	Ecuador Dole
	5924	"	\$2.50	300	"

CUSTOMER NAME	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of N.Y.	6486	N.Y. 3/9/72	\$2.50	800	Honduras Dole
	6486	. "	\$2.50	500	11
	6486	"	\$2.70	800	, "
	6486	i ii	\$2.90	800	"
D'Loi & Sons	6512	"	\$2.70	500	n n
	6512	"	\$2.70	500	11
	6412	"	\$2.70	500	· · · · · · · · · · · · · · · · · · ·
	6512	"	\$2.70	500	
	6512	"	\$2.70	500	"
	6512	, "	\$2.70	500	" /
	6512	" '	\$2.70	500	11
	6512	"	\$2.70	500	n .
	6512	"	\$2.70	500	"
Lombino & Son	CU13	"	\$2.90	350	"
Park Avenue Banana Co.	6521	"	\$2.90	300	n
Frank Russo	6529	"	\$2.20	300	н
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CUSTOMER NAME.	INVOICE NO.	DATE AND PLACE	PRICE	UNITS	TYPE
Banana Distributors of N.Y.	6486	N.Y. 3/9/72	\$2.20	200	Honduras Flavor Pa
D'Loi & Sons	6512	T.	\$2.20	900	: //"
Lombino & Son	6513	"	\$2.20	100	: "
Park Avenue Banana Co.	6521 6521 6521	" " "	\$2.10 \$2.10 \$2.10 \$2.10	300 300 200 300	11 11 11
Frank Russo	6529 6529	" "	\$2.20 \$2.20	200	" "

FINDINGS OF FACT and CONCLUSIONS OF LAW

Plaintiffs, alleging price discrimination in the sale of bananas in the New York metropolitan area between March 1968 and 1972, brought this action against defendant to recover treble damages for such discrimination as provided by statute. At the end of the plaintiffs' case, defendant moved for dismissal on the ground that upon the facts and the law plaintiffs had shown no right to relief. For the reasons set forth below, the motion was granted.

Plaintiffs, during the period in question, were all banana jobbers in the New York metropolitan area who purchased varying quantities of bananas from defendant.

At one time, 1968-1969, plaintiff Lombino and Sons, Inc., purchased an estimated 75 to 85 percent of its bananas from defendant. In the period 1971 to 1972, however, Lombino purchased only an estimated 50% of its bananas from defendant. Plaintiff Como Bros. purchased an estimated 60 to 65 percent of its bananas from defendant during the period 1971 to 1972. The third plaintiff, Thomas De Marco,

Findings of Fact and Conclusions of Law

purchased all of his bananas from defendant in 1968 and the first half of 1969. He thereafter went out of the banana business. Lombino has been in the banana business for approximately 40 years. Como has been in the business for 15 years. De Marco had been in the business for 20 years.

Defendant, Standard Fruit and Steamship Company, is in the business of importing bananas into the New York area from several Latin American countries. Its chief competitors in the New York area during the period in question were United Fruit, West Indies Fruit, and Pan American Fruit Company.

The evidence on the trial disclosed that the banana business is a highly precarious business for both the jobber and the supplier, since the availability of quality bananas is uncertain. There are various grades of bananas. The quality of these bananas varies between countries of origin as well as between various locations within the same countries. A shipload of bananas may spoil because of the failure of refrigeration on board ship. A jobber's newly purchased green bananas may ripen too soon because his refrigeration has gone bad. He may not be able

Findings of Fact and Conclusions of Law

may be a bumper crop or a severe shortage depending upon the time of the year, economic conditions beyond the control of jobber or supplier, or some pestilence peculiar to bananas. If a shipload of bananas is not pre-sold at the time of discharge, the owner of the cargo may be forced to reduce the price either moderately or drastically because of the highly perishable nature of the goods.

Because of the highly uncertain nature of the banana market, plaintiffs attempted to insure themselves of a regular supply of bananas by adopting the practice of placing an order with the defendant at least one week in advance of the arrival of a vessel into the Port of New York. These orders were placed at the seaboard price, the initial asking price a week before arrival and, consequently, the highest price charged for bananas of the same grade and quality from the same ship.

Lombino always demanded top quality bananas because its customers included first class hotels and restaurants such as The Waldorf Astoria, Longchamps, The Commodore
and Schrafts. It also sold bananas to Daitch-Shopwell Stores
and Smiler's Fancy Delicatessens. Como also ordered the

best bananas available. There was no testimony as to when DeMarco placed his orders or the quality of bananas demanded by him. As a result of placing its orders at least one week ahead of time, Lombino was usually able to supply its regular first class customers. Lombino and Como both serviced their customers by delivering the bananas to the customers' establishments. As a consequence of these practices, advance order and delivery, Lombino always marked up his bananas \$1.20 a box above the cost to it. Como marked up its bananas from 75 cents to \$1.25 per box. This markup was to assure each plaintiff a small profit per box.

much larger jobbers than themselves in the New York metropolitan area, notably Frank Russo and D. Loi. Russo and
D. Loi each had 6 or 7 refrigerated rooms in which to store
and ripen green bananas. In addition, Russo sold other
produce. He was constantly in communication with persons
in the banana business and watched the market. He could
afford to wait until prices were reduced by suppliers since
he was not dependant upon the sale of his bananas alone to
make a living, as was the case with each plaintiff. Russo

Findings of Fact and Conclusions of Law 601a

usually placed a small order with defendant before arrival of a vessel and then waited until discharge before placing additional orders. He also purchased bananas from competitors of defendant whenever their prices were lower. He usually purchased "rollers", which were carloads of distressed bananas, i.e., bananas left over after discharge which could not be sold even at moderately reduced prices.

bananas to his customers based upon the average cost of all bananas which he had purchased. Neither Russo nor D. Loi delivered bananas to their customers. Admittedly, their sales volume was much greater than plaintiffs' volume.

Their over head was less per sale than plaintiffs overhead and, consequently, could be sold at less of a markup than plaintiffs' required markup.

plaintiffs attempted to prove price discrimination by introducing into evidence a chart which purported to demonstrate, prima facie, illegal price discrimination.

This proof failed for several reasons: The schedule of purchases of bananas by plaintiffs from defendant and certain of plaintiffs' competitors was incomplete. The chart did not include all of the sales to all of plaintiffs' competitors from a particular cargo or sales from all of defendant's

Findings of Fact and Conclusions of Law 602a shipments of bananas into the New York metropolitan area from which plaintiffs obtained fruit. It admittedly did not reflect the entire pattern of sales by defendant to plaintiffs' competitors. It showed only those sales in which some of plaintiffs' competitors purchased at lower prices. It did not show the time when the purchases were first ordered. It did not show those purchases which constituted "rollers".

plaintiffs made no effort to show that such differences in price as the chart revealed were not the result of differences due to time of placement of the order or differences in grade, quality or condition when, upon cross-examination of plaintiffs' witnesses, such price differentials were shown to be normal in the banana business. Plaintiffs failed to call any officer or managing agent of defendant to rebut this obviously relevant and crucial evidence. The Robinson Patman Act, which makes price discrimination in the banana business unlawful, provides that nothing therein contained shall prevent price changes from time to time in response to changing conditions affecting the market for or the marketability of the goods concerned, such as but not limited to actual or imminent deterioration of perishable goods.

Finally, plaintiffs failed to show any connection between the loss of customers and sales, at lower price, of bananas of the same grade and quality by defendant to plaintiffs' competitors.

Plaintiffs must prove <u>prima facie</u> that the bananas sold for a lesser price to their competitors were of like grade and quality. Atlanta Trading Corp. V. F.T.C., 258 F.2d 365 (2d Cir. 1958); <u>United Banana Company v.</u>

<u>United Fruit Company</u>, 245 F.Supp. 161 (D. Conn. 1965); aff'd 362 F.2d 849 (2d Cir. 1966). There was no such proof here. Price differences charged purchasers for bananas from the same vessel caused by the perishable nature of bananas or changing market conditions over a number of days are not actionable under the statute. <u>F.T.C. v. Borden</u>

<u>Co.</u>, 383 U. S. 637, 643 (1966). Defendants were not required in order to avoid liability under the statute to seek out plaintiffs whenever "rollers" were available.

Moreover, plaintiffs have not demonstrated that they sustained actual damages or probable damages as a result of the alleged price discrimination. Enterprise Industries v. Texaco, Inc., 240 F.2d 457 (2d Cir. 1957), cert denied, 353 U. S. 965 (1957); Kohner v. Wechsler, 477 F.2d 666, 671 (2d Cir. 1973); FTC v. Morton Salt Co., 334

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U. S. 37, 46 n.14 (1945).

Submit order on five (5) days' notice.

Dated: New York, New York

September 30, 1975 SO ORDERED

U. S. D. J.

Findings of Fact and Conclusions of Law 605a

FOOTNOTES

Y	Robinson-Patman Act, 15 U.S.C.
l.	§ 13(a) and the Clayton Act,
	15 U.S.C. § 15.

- Federal Rule of Civil Procedure 41(b).
- Federal Rule of Civil Procedure 43(b).
- 4. 15 U. S. C. § 13(a).

NEW YORK UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Index No.

LOMBINO & SO. S. INC. Plaintiffs - Appellants,

- against -

Affidavit of Personal Service

STANDARD FRUIT & STEAMSHIP CO., Dafendant- Appellee.

STATE OF NEW YORK, COUNTY OF

NEW YORK

55.

being duly sworn. James A. Steele depose and say that deponent is not a party to the action, is over 18 years of age and resides at 310 W. 146th St., New York, N.Y.

That on the

cay of November 15 at I Chase Man rattar Plays

Wilbonk & tweed, Hadling Me Clay

in this action by delivering true cop thereo, medividual the personally. Deponent knew the person so served to be the person mentioned and described in said papers as the herein,

Sworn to before me, this

day of November

JAMES A. STEELE

ROBERT T. BRIN NOTARY FUBLIC, State of New York No. 31 - 0418950

Qualified in New York County Commission Expires March 30, 1977